

**Company number 05666341**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**ACCESS ABLE LIMITED**

**(Adopted by special resolution passed on 28<sup>th</sup> March 2022)**

## **Introduction**

### **1. Interpretation**

1.1 The following definitions and rules of interpretation apply in these Articles:

**“Act”**: the Companies Act 2006.

**“appointor”**: has the meaning given in article 11.1.

**“Articles”**: the company’s articles of association for the time being in force.

**“Business Day”**: a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

**“Conflict”**: has the meaning given in article 7.1.

**“Departing Employee”**: an Employee who cease to be a director or employee of, or consultant to the Company and who does not continue as, or become, a director or employee of, or consultant to the Company.

**“Employee”**: an individual who is, or has been, a director and/or an employee of, or who does provide or has provided consultancy services (directly or indirectly) to the Company.

**“eligible director”**: a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

**“Model Articles”**: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.

**“Original Shareholder”** means, (for as long as he holds any shares in the capital of the Company) the person holding all of the issued share capital of the Company on the date of adoption of these Articles.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles,

subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an “article” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to legislation or a legislative provision is a reference to it as it is in force on the date when these Articles become binding on the Company.
- 1.6 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 26(5), 44(2), 52 and 53 of the Model Articles shall not apply to the company.
- 1.11 Article 7 of the Model Articles shall be amended by:
  - 1.11.1 the insertion of the words “for the time being” at the end of article 7(2)(a); and
  - 1.11.2 the insertion in article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words “(including alternate directors) ” before the words “properly incur”.
- 1.13 In article 25(2)(c) of the Model Articles, the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words “, subject to article 10,” after the word “But”.
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles,” after the words “the transmittee’s name”.
- 1.16 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words “either” and “or as the directors may otherwise decide”. Article 31(d) of the Model Articles shall be amended by the deletion of the words “either” and “or by such other means as the directors decide”

## **Directors**

### **2. Unanimous decisions**

- 2.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 2.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 2.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

### **3. Calling a directors' meeting**

- 3.1 Any director may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

### **4. Quorum for directors' meetings**

- 4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors, however if there is only one director in office, the quorum for such meeting shall be one director.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 4.3 If the company only has one director, the director (for so long as they remain the sole director) may exercise all powers and authorities vested in the directors by the Model Articles and by these Articles.

### **5. Casting vote**

- 5.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Original Shareholder or other director chairing the meeting shall have a casting vote.

### **6. Transactions or other arrangements with the company**

- 6.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he or she has declared the nature and extent of his or her interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:
  - 6.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
  - 6.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he or she is interested;

- 6.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he or she is interested;
- 6.1.4 may act by himself or herself, or his or her firm in a professional capacity for the company (otherwise than as auditor) and he or she, or his or her firm shall be entitled to remuneration for professional services as if he or she were not a director;
- 6.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- 6.1.6 shall not, save as he or she may otherwise agree, be accountable to the company for any benefit which he or she (or a person connected with him or her (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his or her duty under section 176 of the Act.

## **7. Directors' conflicts of interest**

- 7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his or her duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 7.2 Any authorisation under this article 7 will be effective only if:
  - 7.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration 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;
  - 7.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
  - 7.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.
- 7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):
  - 7.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 7.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- 7.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - 7.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 7.3.5 provide that, where the Interested Director obtains, or has obtained (through his or her involvement in the Conflict and otherwise than through his or her position as a director of the company) information that is confidential to a third party, he or she will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and
  - 7.3.6 permit the Interested Director to absent himself or herself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 7.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 7.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 7.6 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 or she 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.
- 8. Records of decisions to be kept**
- 8.1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.
- 9. Number of directors**
- 9.1 Unless otherwise determined by ordinary resolution, the minimum number of directors shall be one.
- 10. Appointment of directors**
- 10.1 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person who is willing to act and is permitted to do so, to be a director.
- 11. Appointment and removal of alternate directors**

- 11.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 11.1.1 exercise that director's powers; and
  - 11.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 11.2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.
- 11.3 The notice must:
- 11.3.1 identify the proposed alternate; and
  - 11.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

## **12. Rights and responsibilities of alternate directors**

- 12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 12.2 Except as the Articles specify otherwise, alternate directors:
- 12.2.1 are deemed for all purposes to be directors;
  - 12.2.2 are liable for their own acts and omissions;
  - 12.2.3 are subject to the same restrictions as their appointors; and
  - 12.2.4 are not deemed to be agents of or for their appointors
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his or her appointor is a member.
- 12.3 A person who is an alternate director but not a director:
- 12.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
  - 12.3.2 may participate in a unanimous decision of the directors (but only if his or her appointor is an eligible director in relation to that decision, but does not participate); and
  - 12.3.3 shall not be counted as more than one director for the purposes of article 12.3.1 and article 12.3.2.

- 12.4 A director who is also an alternate director is entitled, in the absence of his or her appointor, to a separate vote on behalf of his or her appointor, in addition to his or her own vote on any decision of the directors (provided that his or her appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 12.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

### **13. Termination of alternate directorship**

- 13.1 An alternate director's appointment as an alternate terminates:
- 13.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
  - 13.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
  - 13.1.3 on the death of the alternate's appointor; or
  - 13.1.4 when the alternate's appointor's appointment as a director terminates.

### **14. Secretary**

- 14.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **Shares**

### **15. Issue of shares/Purchase of own shares**

- 15.1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company.
- 15.2 Subject to the provisions of article 15.3 to article 15.5, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to:
- 15.2.1 offer or allot;
  - 15.2.2 grant rights to subscribe for or to convert any security into;
  - 15.2.3 otherwise deal in, or dispose of,

any shares in the company (**Ordinary Shares**) to any person, at any time and subject to any terms and conditions as the directors think proper.

15.3 The authority referred to in article 15.2:

15.3.1 shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution; and

15.3.2 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 shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

15.4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the company.

15.5 Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:

15.5.1 shall be in writing, shall be open for acceptance for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and

15.5.2 may stipulate that any shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which they are entitled shall, in their acceptance, state the number of excess equity securities (**Excess Securities**) for which they wish to subscribe.

15.6 Any equity securities not accepted by shareholders pursuant to the offer made to them in accordance with article 15.5 shall be used for satisfying any requests for Excess Securities made pursuant to article 15.5. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with article 15.5 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by that shareholder). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.



- 15.7 Subject to articles 15.5 and 15.6 and to section 551 of the Act, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 15.8 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:
- 15.8.1 £15,000; and
- 15.8.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

### **Decision making by shareholders**

#### **16. Poll votes**

- 16.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 16.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

#### **17. Proxies**

- 17.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 17.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

### **Administrative arrangements**

#### **18. Means of communication to be used**

- 18.1 Subject to article 18.3, any notice, document or other information shall be deemed received by the intended recipient:
- 18.1.1 if delivered by hand at the time the notice, document or other information is left at the address;
- 18.1.2 if sent by pre-paid first class post, at 9.00 am on the second Business Day after posting;
- 18.1.3 if sent by pre-paid airmail, at 9.00 am on the fifth Business Day after posting;

- 18.1.4 if sent by email or fax, at the time of transmission; or
- 18.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 18.2 If deemed receipt under article 18.1 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this article 18.2, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt and all references to time are to local time in the place of receipt.
- 18.3 To prove service, it is sufficient to prove that:
  - 18.3.1 if delivered by hand, the notice was delivered to the correct address; or
  - 18.3.2 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted;
  - 18.3.3 sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
  - 18.3.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

## **19. Indemnity**

- 19.1 Subject to article 19.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
  - 19.1.1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a relevant officer:
    - (a) in the actual or purported execution and/or discharge of his duties, or in relation to them ; and
    - (b) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),including (in each case) any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and
  - 19.1.2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in article 19.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

19.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

19.3 In this article:

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

19.3.2 a “relevant officer” means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he or she is also a director or other officer), to the extent he or she acts in his or her capacity as auditor).

## 20. Insurance

20.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

20.2 In this article:

20.2.1 a “relevant officer” means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he or she is also a director or other officer), to the extent he or she acts in his capacity as auditor);

20.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company; and

20.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## 21. Transfer of shares

21.1 Except where the provisions of articles 22 (Compulsory transfers) 25 (Drag Along) 26 (Tag Along) apply, any Shareholder (**Seller**) other than the Original Shareholder wishing to transfer any Shares must give a notice in writing (**Transfer Notice**) to the other Shareholders (**Continuing Shareholders**) giving details of the proposed transfer, including:

21.1.1 the number of Shares he wishes to transfer (**Sale Shares**);

21.1.2 where the proposed transfer is to a third party, the identity of the proposed buyer(s);

21.1.3 the proposed price for each Sale Share (**Proposed Sale Price**); and

21.1.4 the proportionate entitlement of each Continuing Shareholder to the Sale Shares, being the same proportion of the Sale Shares as the proportion that the number of

Shares held by him bears to the total number of Shares held by the Continuing Shareholders (in respect of each Continuing Shareholder, his **Entitlement**).

- 21.2 The Continuing Shareholders (or any of them) may, by giving notice in writing (**Price Notice**) to the Seller at any time within 15 Business Days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the parties shall endeavour to agree a price for each of the Sale Shares. If the parties have not agreed such a price within 15 Business Days of the receipt of the Seller of a Price Notice, they (or any of them) shall immediately instruct the Valuers to determine the Fair Value of each Sale Share in accordance with article 23.
- 21.3 If, following delivery to him of written notice of the valuation in accordance with article 23.23 the Seller does not agree with the assessment of the Valuers of the Fair Value of the Sale Shares, he shall be entitled to revoke the Transfer Notice by giving notice in writing to the Continuing Shareholders within 10 Business Days of delivery to him of the written notice of the Valuers. If the Seller revokes the Transfer Notice, he is not entitled to transfer the Sale Shares except in accordance with this Agreement.
- 21.4 Within 5 Business Days of receipt (or deemed receipt) of a Transfer Notice or, if later, within 5 Business Days of receipt of the determination of the Valuers of the Fair Value (and provided the Seller has not withdrawn the Transfer Notice in accordance with article 21.3), a Continuing Shareholder shall be entitled (but not obliged) to give notice in writing (**Acceptance**) to the Seller stating that he wishes to purchase a specified number of Sale Shares at the price agreed or determined in accordance with article 21.221.223.3 (**Sale Price**). A Continuing Shareholder may, in his Acceptance, indicate that he would be willing to purchase a particular number of Sale Shares in excess of his Entitlement (**Extra Shares**).
- 21.5 If, on the expiry of the relevant 5 Business Day period referred to in article 21.7 the total number of Sale Shares applied for is greater than the available number of Sale Shares, each accepting Continuing Shareholder shall be allocated his Entitlement (or such lesser number of Sale Shares for which he has applied) and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Continuing Shareholders applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the shares of the same class held by such Continuing Shareholders.
- 21.6 Completion of the transfer of those Sale Shares accepted by Continuing Shareholders under article 21.4 (and, where, relevant, article 21.5) shall take place in accordance with article 24.
- 21.7 In relation to any Sale Shares not accepted by Continuing Shareholders under article 21.4 (and, where, relevant, article 21.5) the Seller shall be entitled to transfer those Sale Shares to the third party buyer identified in the Transfer Notice at a price per Sale Share not less than the Sale Price.
- 21.8 The Board may, at any time before a Continuing Shareholder sends in an Acceptance, serve notice on the Seller that subject to compliance with all legal requirements the Company wishes to:
- (a) purchase some or all of the shares specified in the Transfer Notice at the price specified in the Transfer Notice; or
  - (b) purchase some or all of the shares specified in the Transfer Notice, but that the price specified in the Transfer Notice is too high;

in which case the Seller shall offer to sell the Sale Shares to the Company at the agreed price or at the price agreed or determined in accordance with article 21.2 and otherwise on the terms of a buy back contract reasonably determined by the Board (as if reference to the Continuing Shareholders were to the Company) and such offer shall be capable of acceptance by notice given by the Board to the Seller at any time up to 30 Business Days after service of such notice on the Seller or if the Board have given notice under 21.8(b) the later of the expiry of such period and 10 Business Days after delivery of the Valuer's Fair Value notice.

- 21.9 At any time during the 30 Business Day period referred to in Article 21.8 the Board may indicate in writing to the Seller that the Company no longer wishes to proceed with the proposed purchase of shares and in any event upon expiry of that period without a sale of shares to the Company the provisions of Articles 21.5 to 21.8 shall apply as if reference in those Articles to the period starting with service of the Transfer Notice were to a period starting with service of such indication of intention not to proceed or expiry of the 30 Business Day period (as the case may be).

## **22. Compulsory Transfers**

- 22.1 A Shareholder (other than the Original Shareholder) is deemed to have served a Transfer Notice (**Deemed Transfer Notice**) under article 22.2 immediately before any of the following events:
- 22.1.1 a bankruptcy order being made against him, or an arrangement or composition being made with his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
  - 22.1.2 they become a Departing Employee (unless the Board determines this Article 22.1.2 does not apply in the circumstances); or
  - 22.1.3 they commit a material or persistent breach of the Articles or any shareholders' agreement in relation to the company to which he is a party which, if capable of remedy, has not been so remedied within 30 Business Days of notice to remedy the breach being served by all the Shareholders.
- 22.2 A Deemed Transfer Notice has the same effect as a Transfer Notice and the provisions of article 21.321.1 shall apply, except that:
- 22.2.1 the Deemed Transfer Notice shall be treated as having specified that the Seller wishes to transfer all the Shares held by him;
  - 22.2.2 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Shares;
  - 22.2.3 the Transfer Price shall be the Fair Value of those Shares, determined by the Valuers in accordance with article 23;

- 22.2.4 the Seller does not have a right to withdraw the Deemed Transfer Notice following a valuation.
- 22.2.5 if the remaining Shareholders do not accept the offer of Sale Shares comprised in the Deemed Transfer Notice in full, and the Sale Shares are not sold to a third party with Shareholder Consent within 2 years of the date of the Deemed Transfer Notice, then the shares will be acquired by The Company at the original Fair Value price.

## **23. Fair Value**

- 23.1 The Fair Value for any Sale Share shall be the price per share determined in writing by the Valuers on the following bases and assumptions:
  - 23.1.1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent;
  - 23.1.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - 23.1.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
  - 23.1.4 the shares are sold free of all restrictions, liens, charges and other encumbrances;
  - 23.1.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value; and
  - 23.1.6 any other factors that Valuers reasonably believe should be taken into account.
- 23.2 To the extent not provided for by this article, the Valuers may, in their reasonable discretion, determine such other procedures to assist with any valuation as they consider just or appropriate, including (to the extent they consider necessary), instructing professional advisers to assist them in reaching their valuation and the determination of the Valuers shall be final and binding on the parties (in the absence of manifest error).
- 23.3 The cost of the Valuers will be split equally amongst the Company and each of the Shareholders requesting the valuation.

## **24. Completion**

- 24.1 Completion of the sale and purchase of Shares under this Agreement shall take place 20 Business Days after the date of delivery of determination of the Sale Price in accordance with article 21.2.
- 24.2 At such completion:
  - 24.2.1 the Seller shall deliver, or procure that there is delivered to each Continuing Shareholder who is to purchase Sale Shares, a duly completed stock transfer form transferring the legal and beneficial ownership of the relevant Sale Shares to him, together with the relevant share certificate(s) (or an indemnity in lieu thereof) and such other documents as the Continuing Shareholders or the Company may

reasonably require to show good title to the shares, or to enable him to be registered as the holder of the shares;

- 24.2.2 each relevant Continuing Shareholder shall deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to his order for the Sale Price for the Sale Shares being transferred to him (or such other method of payment agreed between a Continuing Shareholder and the Seller); and
- 24.2.3 if, following a sale of shares in accordance with this Agreement, the Seller holds no further shares in the Company, unless otherwise agreed with all the Continuing Shareholders the Seller shall deliver, or procure that there are delivered to the Company, his resignation as a director of the Company and resignations from any directors appointed by him, such resignations to take effect at completion of the sale of the Sale Shares; and
- 24.3 Any transfer of shares by way of a sale that is required to be made under this Agreement shall be deemed to include a warranty that the Seller sells the shares with full title guarantee.
- 24.4 If any Continuing Shareholder fails to pay the Sale Price payable by him on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of that Sale Price shall accrue interest at the Interest Rate.
- 24.5 Each of the Continuing Shareholders shall, use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) the registration (subject to due stamping by the Continuing Shareholders) of the transfers of the Sale Shares under this article 24 and each of them consents to such transfers and registrations.
- 24.6 The directors shall, unless they suspect that the proposed transfer may be fraudulent, register a transfer of a share made in accordance with these articles but may refuse to register the transfer of a share which is not made in accordance with these articles, and if they do so refuse, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

## **25. Drag Along**

- 25.1 If the holders of 75% of the voting rights in the Shares in issue for the time being (the **Selling Shareholders**) wish to transfer all of their interest in Shares (**Sellers' Shares**) to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Selling Shareholders shall have the option (**Drag Along Option**) to require all the other holders of Shares on the date of the request, including the Company in respect of Shares held in treasury, if any (**Called Shareholders**) to sell and transfer all their interest in Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this article 25.
- 25.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a **Drag Along Notice**), at any time before the completion of the transfer of the Sellers' Shares, to the Proposed Buyer and each Called Shareholder. A Drag Along Notice shall specify:
  - 25.2.1 that the Called Shareholders are required to transfer all their Shares (Called Shares) pursuant to this article 25;

- 25.2.2 the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
  - 25.2.3 the consideration payable for the Called Shares calculated in accordance with article 25.4; and
  - 25.2.4 the proposed date of completion of transfer of the Called Shares.
- 25.3 Once given, a Drag Along Notice may not be revoked save with the prior Shareholder Consent. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 6 months of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 25.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be a consideration per share that is at least equal to the highest price per Share offered or paid by the Proposed Buyer to the Selling Shareholders.
- 25.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 25.
- 25.6 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:
- 25.6.1 all of the Called Shareholders and the Selling Shareholders otherwise agree; or
  - 25.6.2 that date is less than 40 Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place 40 Business Days after the date of service of the Drag Along Notice.
- 25.7 Within 40 business days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. On the expiration of that 40 business days period the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to article 25.4 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to article 25.4 shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders pursuant to article 25.4 in trust for the Called Shareholders without any obligation to pay interest.
- 25.8 To the extent that the Proposed Buyer has not, on the expiration of the 40 Business Day period, put the Company in funds to pay the amounts due pursuant to article 25.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this article 25 in respect of their Shares.
- 25.9 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose



by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this article 25.

- 25.10 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares, whether or not pursuant to a Share Option Scheme (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 25.10 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares. References in this article 25.10 to a person becoming a Shareholder (or increasing an existing shareholding) shall include the Company, in respect of the acquisition of any of its own Shares.
- 25.11 A transfer of Called Shares to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to any pre-emption provisions contained in these Articles.
- 25.12 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

## **26. Tag Along**

- 26.1 No transfer of any Shares held by Shareholders may be made or validly registered if it is in respect of more than 75% of the voting rights in the Shares, unless the relevant Shareholders (**Selling Shareholders**) have observed the procedures set out in this article 26.
- 26.2 The Selling Shareholders shall give each holder of Shares (an **Equity Holder**) at least 20 Business Days' notice in advance of the proposed sale (a **Tag Along Notice**). The Tag Along Notice shall specify:
- 26.2.1 the identity of the proposed purchaser (**Buyer**);
  - 26.2.2 the Transfer Price;
  - 26.2.3 the manner in which the consideration is to be paid; and
  - 26.2.4 the number of Shares that the Selling Shareholders propose to sell.
- 26.3 Each Equity Holder shall, within ten Business Days following receipt of the Tag Along Notice, notify the Selling Shareholders that it wants to sell the Shares held by it at the proposed sale price. Such notification shall be made by delivering a written counter-notice to the Selling Shareholders which shall specify the number of Shares that the Equity Holder wants to sell.

- 26.4 Any Equity Holder that does not send a counter-notice within those 10 Business Days period shall be deemed to have specified that they do not want to sell any Shares.
- 26.5 After the expiry of ten Business Days from the date that the Equity Holders receive the Tag Along Notice, the Selling Shareholders shall be entitled to sell to the Buyer (on the terms notified to the Equity Holders) the Shares specified in the Tag Along Notice. Provided that, at the same time, the Buyer (or another person) buys from the Equity Holders the number of Equity Shares that they have respectively indicated they want to sell on terms no less favourable than those obtained by the Selling Shareholders from the Buyer.