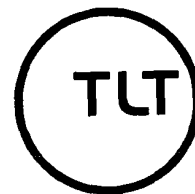


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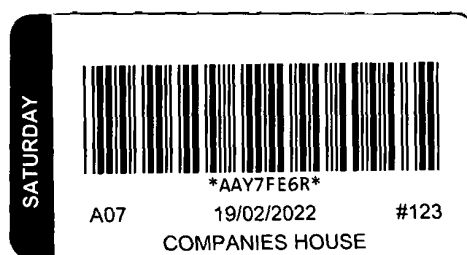


Articles of Association

Ecosulis Holdings Ltd

Adopted by special resolution

passed on 18 November 2021



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Contents

Clauses

1	Interpretation	1
2	B Corporation	3
3	Unanimous decisions	4
4	Calling a directors' meeting	5
5	Quorum for directors' meetings	5
6	Casting vote	5
7	Transactions or other arrangements with the company	5
8	Directors' conflicts of interest	6
9	Records of decisions to be kept	7
10	Number of directors	7
11	Appointment of directors	7
12	Issue of further shares	7
13	Transfers of shares: general	8
14	Transfer of shares: pre-emption rights and compulsory transfers	9
15	Purchase of own shares	11
16	Poll votes	11
17	Proxies	11
18	Means of communication to be used	11
19	Indemnity	12
20	Insurance	13

Company number 05999266

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ECOSULIS HOLDINGS LIMITED (Company)

(Adopted by special resolution passed on 18 November 2021)

1 Interpretation

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

Accountants	means the accountants of the Company as appointed from time to time
Act	the Companies Act 2006
Allocation Notice	has the meaning given in Article 14.7
Applicant	has the meaning given in Article 14.7
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 8.1
Deemed Transfer Notice	a Transfer Notice which is deemed to have been served under any provisions of these Articles
Directors or directors	the directors of the Company from time to time holding office and Director or director shall be construed accordingly
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)
Employee	an employee of the Company (whether full or part-time) including any Director
Fair Value	the price per Sale Share determined by the Accountants (or at the discretion of the Directors, a

person nominated by the President for the time being of the Institute of Chartered Accountants) as being the sum which in their professional opinion represents the fair value of the Sale Shares as at the date of the Transfer Notice of Deemed Transfer Notice (as the case may be) on the following bases and assumptions:

- (a) valuing the Sale Shares as on an arm's length sale between willing seller and willing buyer; and
- (b) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent

Interested Director	has the meaning given in Article 8.1
Leaver	has the meaning given in Article 14.2
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
Objects	the objects of the Company as set out in Article 2
Offer	has the meaning given in Article 14.5
Qualifying Employee	an Employee who shall have been employed by the Company for a continuous period (whether full or part-time) of at least 12 months
Sale Shares	has the meaning given in Article 14.1
Seller	has the meaning given in Article 14.1
Shareholder	a holder of any of the shares in the capital of the Company;
Shares or shares	any shares in the capital of the Company; and "Share" or "share" shall be construed accordingly
Stakeholder Interests	has the meaning given in Article 2.3
Surplus Shares	has the meaning given in Article 14.6
Transfer Notice	has the meaning given in Article 14.1
Transfer Price	has the meaning given in Article 14.1

- 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 Unless expressly provided otherwise, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.6 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.
- 1.7 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.8 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.
- 1.9 Articles, 8, 9(1) and (3), 11(2) and (3), 14(1), (2), (3) and (4), 17(2), 18(e), 44(2) 52 and 53 of the Model Articles shall not apply to the company.
- 1.10 Article 7 of the Model Articles shall be amended by:
 - 1.10.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 1.10.2 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".
- 1.11 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".
- 1.12 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".
- 1.13 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"

2 B Corporation

- 2.1 The objects of the Company are to promote the success of the Company:
 - 2.1.1 for the benefit of its members as a whole; and
 - 2.1.2 through its business and operations, to have a material positive impact on (a) society and (b) the environment, taken as a whole.

- 2.2 A Director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in Articles 2.1 above, and in doing so shall have regard (amongst other matters) to:
- 2.3 In promoting the Objects of the Company and carrying out their duties, a Director shall have regard (amongst other matters) to:
- 2.3.1 the likely consequences of any decision of the Directors in the long term and the impact any such decision may have on any affected stakeholders;
 - 2.3.2 the interests of the Company's employees;
 - 2.3.3 the need to foster the Company's business relationships with suppliers, customers and others;
 - 2.3.4 the impact of the Company's operations on the community and the environment and on affected stakeholders;
 - 2.3.5 the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders; and
 - 2.3.6 the need to act fairly as between members of the Company
- (together, the matters referred to above shall be defined for the purposes of this Article 2 as the **Stakeholder Interests** and each a **Stakeholder Interest**).
- 2.4 For the purposes of a Director's duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.
- 2.5 Nothing in this Article 2 express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).
- 2.6 The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company's business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Act 2006, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

Directors

3 Unanimous decisions

- 3.1 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.

3.2 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.

3.3 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.

4 Calling a directors' meeting

4.1 A majority of the Directors may summon a meeting of Directors at any reasonable time, at any venue (if applicable), and upon providing reasonable notice to all Directors. A meeting may be held either in person or by suitable electronic means in which all Directors may communicate with all other Directors.

5 Quorum for directors' meetings

5.1 Subject to Article 4.1, the quorum for the transaction of business at a meeting of directors is any two eligible directors.

5.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 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.

5.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

5.3.1 to appoint further directors; or

5.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

6 Casting vote

6.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting has a casting vote.

7 Transactions or other arrangements with the company

7.1 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 Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

7.1.1 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;

7.1.2 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;

7.1.3 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;

- 7.1.4 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;
- 7.1.5 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
- 7.1.6 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.

8 Directors' conflicts of interest

- 8.1 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**).
- 8.2 Any authorisation under this Article 8 will be effective only if:
 - 8.2.1 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;
 - 8.2.2 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
 - 8.2.3 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.
- 8.3 Any authorisation of a Conflict under this Article 8 may (whether at the time of giving the authorisation or subsequently):
 - 8.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 8.3.2 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;

- 8.3.3 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;
 - 8.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 8.3.5 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
 - 8.3.6 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 9 Records of decisions to be kept**
- 9.1 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.
- 10 Number of directors**
- 10.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than three.
- 11 Appointment of directors**
- 11.1 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) 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 (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 12 Issue of further shares**

- 12.1 Subject to the remaining provisions of this Article 12, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

- 12.1.1 offer or allot;
- 12.1.2 grant rights to subscribe for or to convert any security into; and
- 12.1.3 otherwise deal in, or dispose of,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think fit.

- 12.2 The authority referred to in article 12.1:

- 12.2.1 shall be limited to a maximum nominal amount of £200,000;
- 12.2.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
- 12.2.3 may only be exercised for a period of five years from the date of adoption of these Articles save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any 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).

- 12.3 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.

13 Transfers of shares: general

- 13.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 13.2 Shares may only be transferred to the Company or a Qualifying Employee or a share option scheme or share incentive plan as approved by the Directors
- 13.3 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. The Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 13.4 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, they shall, be deemed to have immediately served a Transfer Notice in respect of all Shares held by them and the provisions of Article 14.2 shall apply as if the Shareholder were a Leaver.
- 13.5 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may, require:

- 13.5.1 any holder (or the legal representatives of a deceased holder); or
- 13.5.2 any person named as a transferee in a transfer lodged for registration;
or
- 13.5.3 such other person as the Directors may reasonably believe to have information relevant to that purpose,

to provide the Company with any information and evidence that the Directors think fit regarding any matter which they deem relevant to that purpose.

- 13.6 If any such information or evidence referred to in article 13.5 is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence provided the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares of that fact in writing and then the relevant Shares shall cease to confer on the holder of them any rights:

- 13.6.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
- 13.6.2 to receive dividends otherwise attaching to those Shares; or
- 13.6.3 to participate in any future issue of Shares; and

the Directors may, by notice in writing to the relevant holder, determine that a Transfer Notice shall be deemed to have been given in respect of some or all of his Shares with effect from the date of service of the notice (or such later date as may be specified in such notice) and the provisions of Article 14.2 shall apply to such Shares as if the Shareholder were a Leaver.

14 Transfer of shares: pre-emption rights and compulsory transfers

- 14.1 A Shareholder (a **Seller**) who wishes to transfer any Shares (the **Sale Shares**) shall, before transferring or agreeing to transfer the Sale Shares, give notice in writing (a **Transfer Notice**) to the Company specifying the price per Sale Share which in their opinion constitutes the Fair Value of such Shares (the **Transfer Price**).
- 14.2 If an Employee Shareholder ceases for any reason whatsoever to be an Employee (a **Leaver**), a Deemed Transfer Notice shall, unless the Directors otherwise direct in writing, be deemed to have been served in respect of all of the Shares held by them and the Transfer Price shall be deemed to be equal to the higher of:
 - 14.2.1 the aggregate price paid by the Leaver for such Shares;
 - 14.2.2 the Fair Value of such Shares as determined by the Accountants who will be deemed to have been appointed by the Company on behalf of the Leaver to determine the same; and
 - 14.2.3 such other value as the Leaver and the Directors agree in writing.
- 14.3 For the purpose of the remaining provisions of this Article 14, a Leaver who is the subject of a Deemed Transfer Notice shall also be referred to as a Seller and their Shares shall also be referred to as Sale Shares.

14.4 A Transfer Notice or Deemed Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares.

14.5 As soon as reasonably practicable following the later of:

14.5.1 receipt of a Transfer Notice; or

14.5.2 in the case of a Deemed Transfer Notice, the determination of the Transfer Price in accordance with Article 14.2,

the Directors shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 14. Each offer (an **Offer**) shall be in writing and shall give details of the number and Transfer Price of the Sale Shares offered.

14.6 The Directors shall offer the Sale Shares as follows:

14.6.1 firstly, to the Company who, subject always to the provisions of the Act, shall be entitled by notice in writing within 20 Business Days of receipt of an Offer to buyback some or all of the Sale Shares; and

14.6.2 in the event that the Company does not exercise its right set out in 14.6.1 or elects to buyback only a proportion of the Sale Shares, then the Sale Shares or such of them as the Company has elected not to buyback (the **Surplus Shares**), shall be offered to any Qualifying Employee(s) nominated by the Directors in such proportions as the Directors in their absolute discretion direct.

14.7 Where allocations have been made in respect of some or all of the Sale Shares, the Directors shall, when no further offers or allocations are required to be made, give notice in writing of the allocations of Sale Shares (an **Allocation Notice**) to the Seller and to the Company and/or each Qualifying Employee to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).

14.8 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.

14.9 If the Seller fails to comply with article 14.8:

14.9.1 any Director or some other person nominated by a resolution of the Directors) may, as agent on behalf of the Seller:

(a) complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

(b) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and

(c) (subject to the transfer being duly stamped) enter the Applicant(s) in the register of Shareholders as the holders of the Sale Shares purchased by them; and

14.9.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until they have delivered their certificate(s) for the relevant Sale Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Directors may reasonably require to prove good title to those Sale Shares) to the Company.

14.10 Where allocations have not been made in respect of some or all of the Sale Shares, the Seller shall not be entitled to transfer all or any of the Sale Shares to any person(s) other than in accordance with this Article 14 but shall be deemed to have re-offered the Sale Shares (or the balance of them that are not the subject of an Allocation Notice) from time to time as determined by the Directors in their absolute discretion and the foregoing provisions of this Article shall apply.

15 Purchase of own shares

15.1 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:

15.1.1 £15,000; and

15.1.2 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 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 or other next working day delivery service providing proof of postage, at 9.00 am on the second Business Day after posting;
 - 18.1.3 if sent by pre-paid airmail providing proof of postage, 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 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
 - (b) 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:

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)).

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:

20.2.1 a "relevant officer" means any 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);

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.