

Company number 06291776

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

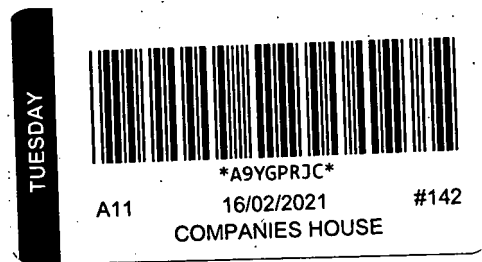
ARTICLES OF ASSOCIATION

OF

JOHN DOE COMMUNICATIONS GROUP LIMITED (formerly John Doe Communications Limited)

("the Company")

(Adopted by special resolution passed on 29 January 2021)



INTRODUCTION

1. INTERPRETATION

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

Act: means the Companies Act 2006.

appointer: has the meaning given in article 10.1.

Articles: means the Company's articles of association for the time being in force.

Board: has the meaning given in article 4.1.

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

Civil Partner: in relation to a shareholder, a civil partner as defined in the Civil Partnership Act 2004.

Conflict: has the meaning given in article 7.1.

eligible director: means 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).

Family Trust: in relation to a shareholder, a trust set up for the benefit of that shareholder and/or that shareholder's Privileged Relations.

Financial Year: means each accounting reference period of the Company determined from time to time in accordance with Chapter 3 of Part 15 of the Act.

Group: means the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company and each company in the Group is a **Group Company**.

Interested Director: has the meaning given in article 7.1.

Model Articles: means 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.

Permitted Transferee: in relation to a shareholder, any of his Privileged Relations or the trustees of his Family Trust(s).

Privileged Relation: the spouse or Civil Partner of a shareholder, the shareholder's children and grandchildren, the shareholder's stepchildren and their children, and the shareholder's adopted children and their children.

- 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 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory 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), 44, 49, 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 she remains the sole director)" after the words "and the director may".

- 1.12 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".
- 1.13 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.14 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".
- 1.15 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".
- 1.16 Article 38 of the Model Articles shall be amended by the insertion of the words at the end of the article ", and the quorum for a general meeting shall be four persons".

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 three Business Days' notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 3.2 Notice of a directors' meeting shall be given to each director in writing.

4. THE BOARD

- 4.1 The board of directors of the Company (**Board**) shall comprise Rachel Bell (**RB**), Magin Trewhella, Pamela Scobbie and Lee Beattie.
- 4.2 Subject to articles 4.7, 4.9, and 4.10, the quorum for the transaction of business at a meeting of directors is any four eligible directors, unless a quorum of three is agreed in writing by all of the directors in advance of any meeting of the Board.
- 4.3 Decisions made at a meeting of the directors shall be passed if approved by any three members of the Board, subject to articles 4.8, 4.9 and 7.

- 4.4 The chairperson of the Board shall be RB or, if RB is unable to chair a Board meeting, such other director nominated by her.
- 4.5 The Company shall send to each member of the Board:
- 4.5.1 reasonable advance notice of each meeting of the Board (being notice of no less than three Business Days) and each committee of the Board, such notice to be accompanied by a written agenda specifying the business to be discussed at such meeting together with all relevant papers; and
 - 4.5.2 as soon as practicable after each meeting of the Board (or committee of the Board) a copy of the minutes.
- 4.6 No business shall be transacted at any meeting of the Board (or committee of the Board) of the Company save for that specified in the agenda referred to in article 4.5.1 unless all the directors present agree.
- 4.7 If a quorum for any Board meeting of the Company is not present within 30 minutes of the time specified for a Board meeting in the notice of the meeting then it shall be adjourned for three Business Days at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes of the time specified for the directors' meeting in the adjourned notice of the meeting, the meeting shall be adjourned for two Business Days at the same time and place. If at the further adjourned meeting a quorum is not present within 30 minutes of the time specified in the further adjourned notice of the meeting, then the meeting shall be quorate provided that any three directors, one of whom must be RB, are present.
- 4.8 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. If there are only two eligible directors in office other than the conflicted director(s), the quorum for such meeting (or part thereof) shall be two eligible directors. If there are only three eligible directors in office other than the conflicted director(s), the quorum for such meeting (or part thereof) shall be three eligible directors.
- 4.9 If the total number of directors in office for the time being is less than the quorum required, or the minimum threshold set out in article 9, the directors must not take any decision other than a decision to call a general meeting so as to enable the shareholders to appoint further directors.

5. NO CASTING VOTE

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson shall not 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 she has declared the nature and extent of 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 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 she is interested;
- 6.1.4 may act by herself or her firm in a professional capacity for the Company (otherwise than as auditor) and she or her firm shall be entitled to remuneration for professional services as if 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 she may otherwise agree, be accountable to the Company for any benefit which she (or a person connected with 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 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 her duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 7.2 Any authorisation of a Conflict under this Article 7 will be effective only if:
 - 7.2.1 the matter in question has 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 for consideration at a meeting under the provisions of these Articles;
 - 7.2.2 every director attends the meeting; and
 - 7.2.3 the matter was agreed to by all of the directors present who were not Interested Directors, in accordance with the quorum rules set out in article 4.
- 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 her involvement in the Conflict and otherwise than through her position as a director of the Company) information that is confidential to a third party, 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 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 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 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.
- 7.7 RB shall be required to declare any Conflict at a Board meeting in accordance with the quorum rules set out in article 4, but shall not otherwise be subject to any restrictions relating to Conflicts and Articles 7.1 - 7.6 shall not apply to RB.

8. RECORDS OF DECISIONS TO BE KEPT

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

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than four.

10. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

10.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

10.1.1 exercise that director's powers; and

10.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

10.2 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.

10.3 The notice must:

10.3.1 identify the proposed alternate; and

10.3.2 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.

11. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

11.1 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.

11.2 Except as the Articles specify otherwise, alternate directors:

11.2.1 are deemed for all purposes to be directors;

11.2.2 are liable for their own acts and omissions;

11.2.3 are subject to the same restrictions as their appointors; and

11.2.4 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 her appointor is a member.

11.3 A person who is an alternate director but not a director:

11.3.1 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);

11.3.2 may participate in a unanimous decision of the directors (but only if her appointor is an eligible director in relation to that decision, but does not participate); and

11.3.3 shall not be counted as more than one director for the purposes of Articles 11.3.1 and 11.3.2.

- 11.4 A director who is also an alternate director is entitled, in the absence of her appointor, to a separate vote on behalf of her appointor, in addition to her own vote on any decision of the directors (provided that her appointor is an eligible director in relation to that decision).
- 11.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as her 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.

12. TERMINATION OF ALTERNATE DIRECTORSHIP

- 12.1 An alternate director's appointment as an alternate terminates:
- 12.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate; or
 - 12.1.2 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; or
 - 12.1.3 on the death of the alternate's appointor; or
 - 12.1.4 when the alternate's appointor's appointment as a director terminates.

13. APPOINTMENT OF DIRECTORS

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 her (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.

SHARES

14. PURCHASE OF OWN SHARES

- 14.1 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:
- 14.1.1 £15,000; and
 - 14.1.2 the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

15. PERMITTED TRANSFERS

- 15.1 Subject to Articles 15.2 to 15.8, a shareholder may transfer up to 49% of her shares to any of her Permitted Transferees without restriction as to price or otherwise.
- 15.2 A Permitted Transferee holding shares as a result of:

15.2.1 a transfer by a shareholder under Article 15.1; or

15.2.2 a transfer by a Permitted Transferee of a shareholder in accordance with Articles 15.4 to 15.7 (inclusive),

may, subject to Article 15.3, transfer any or all such shares back to that shareholder (or to one or more other Permitted Transferees of that shareholder) without restriction as to price or otherwise.

15.3 A shareholder may only transfer shares to the trustees of a Family Trust if the Board (acting with shareholder consent) is satisfied:

15.3.1 with the terms of the Family Trust and, in particular, with the powers of the trustees;

15.3.2 with the identity of the trustees; and

15.3.3 that no costs (including any liability to tax) incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.

15.4 If a Permitted Transfer has been made to a Privileged Relation of a shareholder, that Privileged Relation shall within 30 Business Days of ceasing to be a Privileged Relation of that shareholder (whether by reason of divorce, dissolution of a civil partnership or otherwise, but not by reason of death) execute and deliver to the Company a transfer of those shares held by him pursuant to a Permitted Transfer in favour of that shareholder for such consideration as may be agreed between them (and in the absence of agreement, at the price paid when the shares were transferred to the Privileged Relation).

15.5 In relation to a Privileged Relation holding shares pursuant to a Permitted Transfer from a shareholder, on the occurrence of:

15.5.1 the Privileged Relation's death;

15.5.2 the Privileged Relation being declared bankrupt; or

15.5.3 the Privileged Relation lacking capacity (under section 2 of the Mental Capacity Act 2005 or any successor legislation) to make decisions in relation to the Company or his shareholding,

that Privileged Relation, his personal representatives, his trustee(s) in bankruptcy, his attorney(s) or otherwise (as the case may be) shall, within 30 Business Days after the grant of probate, the making of the bankruptcy order or the determination of lack of capacity (as the case may be), execute and deliver to the Company a transfer of those shares in favour of that shareholder for such consideration as may be agreed between them (and in the absence of agreement, at the price paid when the shares were transferred to the Privileged Relation).

15.6 If a Permitted Transfer has been made to the trustees of a Family Trust, the trustees of that Family Trust shall within 30 Business Days of that Family Trust ceasing to be for the benefit of the settlor and/or the settlor's Privileged Relations execute and deliver to the Company a transfer of those shares held by them or the Family Trust pursuant to a Permitted Transfer in favour of the shareholder, for such consideration as may be agreed between them (and in the absence of agreement, at the price paid when the shares were transferred to the trustees of the Family Trust).

- 15.7 In the event that any shareholder is deemed to have served a leaver notice under any shareholders' agreement in place from time to time, any Permitted Transferee of that shareholder shall, within 10 Business Days of the date of the leaver notice being deemed to have been served, execute and deliver to the Company a transfer of those shares in favour of that Shareholder for such consideration as may be agreed between them (and in the absence of agreement, at the price paid for the transfer to the Permitted Transferee).
- 15.8 Any shares held by a Permitted Transferee from time to time shall not be entitled to receive notice of or to attend or vote at any general meeting or on any written resolution of the Company and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or any consent under the Articles or otherwise.

16. ISSUE OF FURTHER SHARES

Save to the extent authorised by these Articles, any other agreement binding the shareholders, or authorised from time to time by a unanimous resolution of all of the shareholders, the directors shall not exercise any power to allot, issue, sell, transfer or otherwise dispose of any shares or other equity securities (within the meaning of section 560(1) of the Act) in the Company to any person.

DECISION MAKING BY SHAREHOLDERS

17. QUORUM AND VOTING

- 17.1 The quorum for a general meeting shall be four shareholders.
- 17.2 If a quorum for any general meeting is not present within 30 minutes of the time specified for a general meeting in the notice of the meeting, then the meeting shall be adjourned for three Business Days at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes of the time specified for the general meeting in the adjourned notice of the meeting, the meeting shall be adjourned for two Business Days at the same time and place. If at the further adjourned meeting a quorum is not present within 30 minutes of the time specified for the general meeting in the adjourned notice of the meeting, then the quorum for the adjourned general meeting shall be three shareholders.
- 17.3 Without prejudice to Article 15.8, at any general meeting, each shareholder shall be entitled to one vote (and not one vote for each share held by that shareholder).
- 17.4 On any written members' resolution, each shareholder shall be entitled to one vote.
- 17.5 Voting at a general meeting shall be undertaken by a show of hands.

18. POLL VOTES

- 18.1 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, subject to any shareholders' agreement.
- 18.2 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.

19. PROXIES

- 19.1 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”.
- 19.2 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

20. MEANS OF COMMUNICATION TO BE USED

- 20.1 Subject to Article 20.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 20.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 20.1.2 if sent by fax, at the time of transmission; or
 - 20.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9 a.m. on the second Business Day after posting; or
 - 20.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9 a.m. on the fifth Business Day after posting; or
 - 20.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 20.1.6 if sent or supplied by email, one hour after the notice, document or information was sent or supplied; or
 - 20.1.7 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; and
 - 20.1.8 if deemed receipt under the previous paragraphs of this Article 20.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 20.2 To prove service, it is sufficient to prove that:
- 20.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or

- 20.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- 20.2.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- 20.2.4 if sent by email, the notice was properly addressed and sent to the email address of the recipient.

21. INDEMNITY

21.1 Subject to Article 21.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

21.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by her as a relevant officer:

- (a) in the actual or purported execution and/or discharge of her 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 her in defending any civil or criminal proceedings, in which judgment is given in her favour or in which she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on her part or in connection with any application in which the court grants her, in 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

21.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by her in connection with any proceedings or application referred to in Article 21.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

21.2 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.

21.3 In this article:

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

21.3.2 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 she is also a director or other officer), to the extent she acts in her capacity as auditor).

22. INSURANCE

22.1 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.

22.2 In this article:

22.2.1 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 she is also a director or other officer), to the extent she acts in her capacity as auditor);

22.2.2 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

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