

Company No 6389614

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

PRINT WRITTEN RESOLUTION

of

BASE4 INNOVATION LTD

("the Company")

(Passed on 5 April 2018)

The following resolution was duly passed pursuant to Chapter 2 of Part 13 of the Companies Act 2006 on 5 April 2018 by members of the Company representing the required majority of total voting rights of eligible members as a special resolution.

- (1) That with effect from the passing of this resolution new articles of association in the form annexed to this written resolution ("**New Articles**") be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association.
- (2) That with effect from the passing of this resolution, the aggregate 5,000 G Ordinary Shares of £0.00001 each in the capital of the Company held by Cameron Frayling be converted into and re-classified as an aggregate 5,000 deferred shares of £0.00001 each in the capital of the Company (such deferred shares having the rights and resolutions set out in the New Articles).



Company Secretary



Company No: 6389614

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

BASE4 INNOVATION LTD

(Adopted by Written Special Resolution passed on 5 April 2018)

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

BASE4 INNOVATION LTD

PRELIMINARY

1.1 In these Articles the following expressions shall have the following meanings unless inconsistent with the context:-

"Acquirer" has the meaning ascribed to it in the definition of "Majority Change of Control" or "Special Change of Control";

"Acting in Concert" has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);

"address" includes a number or address used for the purposes of sending or receiving documents or information by electronic means;

"Asset Sale" means the sale or other disposal to a third party purchaser or to one or more third party purchasers as part of a single transaction, of any subsidiary or subsidiaries or other assets (except current assets disposed of in the ordinary course of trading) representing (in terms of net assets, turnover or pre-tax profits) more than 75 per cent of the net assets, turnover or pre-tax profits of the Company as shown by its latest audited accounts, where for these purposes a third party is any entity which is not a subsidiary of the Company;

"authenticated" means (subject to section 1146 Companies Act 2006) authenticated in such manner as the Board may in its absolute discretion determine;

"Board" means the board of directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;

"Business Day" means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

"the Companies Acts" means the Companies Act 1985 and the Companies Act 2006 and any statutory instruments made under either of them (each to the extent in force and as amended or restated from time to time);

"Company Value" means the market value of the entire issued and to be issued share capital of the Company (determined in accordance with sections 272 and 273 of the Taxation of Chargeable Gains Act 1992 and disregarding, for the purpose of such determination, any diminution in market value which might arise from the payment of any dividend which the Company proposes, at the date of such determination, to pay);

"Compulsory Purchase Notice" means a notice served by the directors pursuant to Article 12.12 or Article 12.17 requiring that the Shares specified therein be sold to the Company at the Transfer Price;

"Compulsory Transfer Notice" means a notice served by the directors pursuant to Article 12.12 or Article 12.17 requiring that the shares specified therein be sold to the person or persons nominated by the directors and specified therein at the Transfer Price;

"Controlling Interest" means an interest in shares giving to the holder or holders control of the Company within the meaning of section 995 of the Income Tax Act 2007;

"Deferred Shares" means deferred shares of 0.001p each in the capital of the Company;

"document" includes summons, notice, order or other legal process and registers;

"electronic form" and "electronic means" have the meanings given to them in section 1168 of the Companies Act 2006;

"Equity Shares" means the Shares other than the Deferred Shares;

"Family Trust" as regards any particular individual member or deceased or former individual member, means (i) a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of that individual (and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trust or in consequence of an exercise of a power or discretion conferred thereby on any person or persons); and (ii) as regards Sir Martin Wood and/or Lady Audrey Wood (and/or any person to whom both or either of them has made a Permitted Transfer) shall include The Wood/Buxton Trust;

"Founder" means Cameron Frayling;

"Fully Diluted Share Capital" means the number of Ordinary Shares in issue as it would be if all options to subscribe for Ordinary Shares (other than pursuant to an Option Scheme) then granted and remaining capable of being exercised had been exercised and all securities convertible into Ordinary Shares then in existence had been so converted, but treating for this purpose any Ordinary Shares which have been issued upon the exercise of options granted pursuant to an Option Scheme as not having been issued;

"K Ordinary Shares" means the K Ordinary Shares of 0.001p each in the capital of the Company from time to time;

"Investment Fund" means a fund, limited partnership, body corporate, trust or other person or entity whose principal business is to make investments;

"Leaver" means any Shareholder whose contract of employment with the Company or with any subsidiary of the Company terminates, for any reason, or any individual whose consultancy agreement with the Company or any subsidiary of the Company terminates, for any reason;

"Liquidation Surplus" such cash sum as remains on a liquidation or winding up of the Company after all of its liabilities (including costs and expenses in connection with such liquidation or winding up) have been paid or provided for;

"Listing" means the listing of the securities of the Company on the London Stock Exchange plc (including for the avoidance of doubt the AIM Market) or any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) including NASDAQ and NASDAQ Europe and their respective share dealing markets and the Listing shall be treated as occurring on the day on which trading in the securities of the Company begins;

"Majority Change of Control" means the acquisition (whether by purchase, transfer or otherwise but excluding a subscription or a transfer of Shares made in accordance with Article 10 (Permitted Transfers) by any person, including a member of the Company (an "Acquirer"), of any interest in any Ordinary Shares if, upon completion of that acquisition, the Acquirer, together with persons acting in concert or connected with him, would hold or beneficially own more than 50% of the Ordinary Shares;

"a Member of the same Group" as regards any company, means a company which is for the time being a holding company or a subsidiary of that company or of any such holding company;

"Option Scheme" means a share option scheme established by the Company which is an "employees' share scheme" within the meaning of Section 1166 of the Companies Act 2006 or would be but for the ability of consultants or non-executive directors to be granted options under such scheme;

"Ordinary Share Capital" together the issued Ordinary Shares and K Ordinary Shares;

"Ordinary Shareholder" means the holder of an Ordinary Share;

"Ordinary Shares" means the Ordinary Shares of 0.001p each in the capital of the Company from time to time;

"Permitted Transfer" means a transfer of Shares authorised by Article 11;

"Privileged Relation" in relation to an individual member or deceased or former individual member, means the husband or wife or civil partner or the widower or widow or surviving civil partner of such member and all the lineal descendants and ascendants in direct line of such member and the brothers and sisters of such member and their lineal descendants and a husband or wife or civil partner or widower or widow or surviving civil partner of any of the above persons and for the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant;

"Realisation Price" means the value of the issued share capital of the Company immediately prior to a Listing (determined by reference to the price per share at which Shares in the Company are to be offered for sale, placed or otherwise marketed pursuant to such Listing);

"Relevant Executive" means an employee of, or a consultant to, the Company or any subsidiary of the Company;

"Relevant Member" means a member who is a Relevant Executive, or a member who shall have acquired Shares directly or indirectly from a Relevant Executive pursuant to one or more Permitted Transfers under Article 9.1.1 or 9.1.2 (including where such Shares were subscribed by such member and that member would have been entitled to receive a Permitted Transfer from the Relevant Executive under Article 9.1.1 or Article 9.1.2);

"Relevant Shares" (so far as the same remain for the time being held by the trustees of any Family Trust or by any Transferee Company) means the Shares originally acquired by such trustees or Transferee Company and any additional Shares issued to such trustees or Transferee Company by way of capitalisation or acquired by such trustees or Transferee Company in exercise of any right or option granted or arising by virtue of the holding of such Shares or any of them or the membership thereby conferred;

"Sale" means:-

- (a) the transfer or other disposal (whether through a single transaction or a series of transactions) of the legal and/or beneficial interest or title to a majority of the Ordinary Share Capital to a person (and/or any Connected Person and/or any other person acting in concert with that person as defined in the United Kingdom's City Code on Takeovers and Mergers); or

- (b) the transfer of the legal and/or beneficial interest or title to not less than 10% nor more than 50% of the Ordinary Share Capital to a person (and/or any Connected Person and/or any other person acting in concert with that person as defined in the United Kingdom's City Code on Takeovers and Mergers) provided that such transfer represents acceptance of an offer which has been made by the transferee to all holders of Shares constituting the Ordinary Share Capital and which allows each offeree to accept the offer in respect of the same proportion of the Shares constituting the Ordinary Share Capital held by him;

"Sale Proceeds" shall bear the meaning ascribed to that expression in Article 3.2.3;

"Share" means a share in the capital of the Company for the time being in issue;

"Shareholder" means a holder of Shares;

"Special Change of Control" means the acquisition (whether by purchase, transfer or otherwise but excluding a subscription or a transfer of Shares made in accordance with Article 11 (Permitted Transfers)) by any person, including a member of the Company (an "Acquirer"), of any interest in any Ordinary Shares if, upon completion of that acquisition, the Acquirer, together with persons acting in concert or connected with him, would hold or beneficially own at least 75 per cent of the Ordinary Shares;

"Table A" means Table A in the Companies (Tables A-F) Regulations 1985 as amended by the Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007;

"The Wood/Buxton Trust" means The Wood/Buxton Trust as originally constituted by a Settlement dated 14 July 2008;

"Threshold Value" means a Company Value of such amount as would result in the Ordinary Shareholders receiving pursuant to Article 3.2.3(a), on a sale of the entire issued and to be issued share capital of the Company for a sum equal to that Company Value, £8 per Ordinary Share (subject to any adjustment pursuant to Article 4);

"Transferee Company" means a company for the time being holding Shares in consequence, directly or indirectly, of a transfer or series of transfers of Shares between Members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series);

"Transferor Company" means a company (other than a Transferee Company) which has transferred or proposes to transfer Shares to a Member of the same Group;

"Transfer Notice" means a notice in accordance with Article 12 that a member desires to transfer his Shares;

"Valuers" means the auditors of the Company for the time being or, if the Company has no auditors or its auditors are unable or unwilling to act, such firm of chartered accountants as the Board may select; and

"writing" or "written" means printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non-transitory form, including (subject to the provisions of the Companies Acts) in electronic form;

- 1.2 In these Articles the question of whether any person is connected with any other shall be determined in accordance with sections 993 to 995 of the Income Tax Act 2007.
- 1.3 References to statutory provisions in these Articles shall be deemed also to refer to any statutory provisions amending or replacing the same.
- 2.1 The regulations contained in or incorporated in Table A shall apply to the Company save

insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded, varied or inconsistent) and the Articles hereinafter contained shall be the regulations of the Company.

- 2.2. Regulations 76-79 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

SHARE CAPITAL

- 3.1 The share capital of the Company consists of Ordinary Shares, K Ordinary Shares and Deferred Shares.

- 3.2 Subject to any adjustments made in accordance with Article 4, the Ordinary Shares, the K Ordinary Shares and the Deferred Shares shall have the following rights and be subject to the following restrictions:

3.2.1 **Dividend rights**

- (a) Subject to sub-paragraphs (b) to (l) of this Article 3.2.1, the profits of the Company available for dividend and which the Company may determine to distribute in respect of any financial year or other period for which the accounts of the Company shall be made up shall be distributed amongst all the holders of the Ordinary Shares and all the holders of the K Ordinary Shares rateably in proportion to the number of such shares held by them respectively as if such Shares constituted one class.
- (b) If the holders of a majority of the K Ordinary Shares at any time consider that the Company Value is greater than the Threshold Value then they may notify the Company in writing of their estimate of the Company Value and may request that the Board considers such request and states in writing whether or not it agrees with the Company Value stated in such request. Such notice shall set out the reasons why the holders of the majority of the K Ordinary Shares consider that the Company Value is as estimated by them.
- (c) The Board shall, within 20 Business Days after receipt of a request from the holders of a majority of the K Ordinary Shares pursuant to Article 3.2.1(b), notify the holders of the K Ordinary Shares who made such request ("the Requesting K Ordinary Shareholders") in writing whether or not it agrees the Company Value estimated by the Requesting K Ordinary Shareholders.
- (d) If the Board shall not agree the Company Value estimated by the Requesting K Ordinary Shareholders in the request made by them pursuant to Article 3.2.1(b) within the period of 20 Business Days referred to in Article 3.2.1(c) then the Board shall, within 10 Business Days from the end of such period appoint a Company Valuer, in accordance with Article 3.2.1(e), to determine the Company Value.
- (e) The Company Valuer shall be the auditors of the Company from time to time or, if there are no auditors or if they decline to act or if the Requesting K Ordinary Shareholders or the Board object to the Company's auditors acting as the Company Valuer, such other firm of chartered accountants in England and Wales as the Board shall agree with the Requesting K Ordinary Shareholders, such agreement of the Requesting K Ordinary Shareholders not to be unreasonably withheld or delayed, or, in default of agreement within such 10 Business Day period as is referred to in Article 3.2.1(d), as is appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales) to determine the Company Value as at the date of the request made by the Requesting K Ordinary Shareholders who shall for all purposes of this Article 3.2.1 be deemed to be the Company Valuer. The Requesting K Ordinary Shareholders shall co-operate in good faith with the Board with regard to the appointment of the Company Valuer

and the agreement of reasonable terms of appointment of the Company Valuer.

- (f) The Company Valuer shall be requested to determine the Company Value within 20 Business Days of their appointment and notify the Board of their determination. The Board shall furnish a certified copy of such valuation to the Requesting K Ordinary Shareholders.
- (g) Subject to any obligations of confidentiality, the Company Valuer may have access to all accounting records or other relevant documents of the Company.
- (h) The Company Valuer shall act as an expert and not an arbitrator and the Company Valuer's determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- (i) The costs of the Company Valuer shall be borne by the Company and the Requesting K Ordinary Shareholders in equal shares.
- (j) If the Company Value, as agreed or determined in accordance with the preceding provisions of this Article 3.2.1, shall exceed the Threshold Value then, until such time as a different Company Value shall have been agreed or determined in accordance with the preceding provisions of this Article 3.2.1, then the holders of the K Ordinary Shares shall be entitled to receive such percentage of any dividend or other distribution paid or made by the Company as is equal to the percentage of the Sale Proceeds to which they each would have been entitled under Article 3.2.3(a) had the entire issued and to be issued share capital of the Company been sold for a sum equal to such Company Value (to be apportioned between the holders of each such class of Shares rateably in proportion to the number Shares of the same class held by them) and the balance of such dividend or other distribution shall be paid or made to the holders of the Ordinary Shares rateably in proportion to the number of Ordinary Shares held by them.
- (k) If any request is made by Requesting K Ordinary Shareholders pursuant to Article 3.2.1(b) then no dividend or other distribution shall be paid or made by the Company until a Company Value shall have been agreed or determined in accordance with the preceding provisions of this Article 3.2.1 by reference to that request.
- (l) For the avoidance of doubt, the holders of a majority of the K Ordinary Shares shall be entitled to make more than one request pursuant to Article 3.2.1(b).

3.2.2 Liquidation Surplus

- (a) If the sum which each Ordinary Shareholder would receive pursuant to Article 3.2.2(b) in respect of each Ordinary Share held by him, when added to the total dividends per Ordinary Share paid by the Company (the "Total Ordinary Shareholder Return") would be no more than £8 then only the provisions of Article 3.2.2(b) shall apply to payments to Shareholders out of the Liquidation Surplus and Articles 3.2.2(c) to Article 3.2.2(o) shall not apply.
- (b) On a return of assets on a winding up or liquidation of the Company, the following order of priority shall apply to payments to Shareholders out of the Liquidation Surplus:-
 - (i) first, the holders of the Deferred Shares, if any, shall be entitled to a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares);

- (ii) second, each Shareholder shall be entitled in respect of their Equity Shares to payment of an amount per Equity Share equal to the nominal value of that Share or, if the Liquidation Surplus is insufficient to enable payment to each Shareholder for all the Equity Shares held by them then such Liquidation Surplus shall be paid to the Shareholders in proportion to the number of Equity Shares held by each of them; and
 - (iii) third any remaining balance of such Liquidation Surplus shall be paid to the Ordinary Shareholders in proportion to the number of Ordinary Shares held by each of them.
- (c) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be between £8.01 and £10 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(c) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-
 - (i) 0.4% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them;
 - (ii) the remaining 99.6% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (*mutatis mutandis*) to such payment and there were no Shares in issue other than Ordinary Shares.
- (d) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be between £10.01 and £12 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(d) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-
 - (i) 0.8% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them; and
 - (ii) the remaining 99.2% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (*mutatis mutandis*) to such payment and there were no Shares in issue other than Ordinary Shares.
- (e) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be between £12.01 and £14 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(e) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-
 - (i) 1.2% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them; and
 - (ii) the remaining 98.8% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (*mutatis*

mutandis) to such payment and there were no Shares in issue other than Ordinary Shares.

- (f) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be between £14.01 and £16 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(f) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-
 - (i) 1.6% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them; and
 - (ii) the remaining 98.4% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (mutatis mutandis) to such payment and there were no Shares in issue other than Ordinary Shares.
- (g) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be between £16.01 and £18 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(g) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-
 - (i) 2% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them; and
 - (ii) the remaining 98% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (mutatis mutandis) to such payment and there were no Shares in issue other than Ordinary Shares.
- (h) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be between £18.01 and £20 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(h) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-
 - (i) 2.5% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them; and
 - (ii) the remaining 97.5% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (mutatis mutandis) to such payment and there were no Shares in issue other than Ordinary Shares.
- (i) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be between £20.01 and £22.50 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(i) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-

- (i) 3% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them; and
 - (ii) the remaining 97% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (*mutatis mutandis*) to such payment and there were no Shares in issue other than Ordinary Shares.
- (j) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be between £22.51 and £25 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(j) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-
 - (i) 4% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them; and
 - (ii) the remaining 96% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (*mutatis mutandis*) to such payment and there were no Shares in issue other than Ordinary Shares.
- (k) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be between £25.01 and £27.50 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(k) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-
 - (i) 4.5% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them; and
 - (ii) the remaining 95.5% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (*mutatis mutandis*) to such payment and there were no Shares in issue other than Ordinary Shares.
- (l) If, by the application of sub-paragraph (b) of this Article 3.2.2 the Total Ordinary Shareholder Return would be more than £27.51 then the provisions of Article 3.2.2(b)(ii) and (iii) shall not apply to payments to Shareholders out of the Liquidation Surplus and the provisions of this Article 3.2.2(l) shall apply instead so that the remaining Liquidation Surplus (following any payment pursuant to Article 3.2.2(b)(i)) shall be distributed to the Shareholders as follows:-
 - (i) 5% of the Liquidation Surplus shall be paid to the holders of the K Ordinary Shares in proportion to the number of K Ordinary Shares held by each of them; and
 - (ii) the remaining 95% of the Liquidation Surplus shall be paid to the Ordinary Shareholders as if Article 3.2.2(b) applied (*mutatis mutandis*) to such payment and there were no Shares in issue other than Ordinary Shares.

3.2.3 Sale

- (a) In these Articles "Sale Proceeds" shall mean the price paid (including the cash value at the date of the Sale of any non-cash consideration) for all of the Shares which are the subject of the Sale provided that if, under the terms of the Sale, any part of the price to be paid by the purchaser is contingent and/or deferred then, for the purpose of calculating the percentages of the Sale Proceeds to which the holders of the Ordinary Shares and the holders of the K Ordinary Shares who participate in the relevant Sale are respectively entitled the Sale Proceeds shall be deemed to be the aggregate of the price paid by the purchaser on completion of the Sale and the value, as at the date of such completion, of the right to receive the deferred/contingent consideration as agreed between the holders of the majority of the Ordinary Shares which are the subject of the relevant Sale and the holders of the majority of the holders of the K Ordinary Shares which are the subject of the relevant Sale or, in default of agreement within 7 days after the date of the relevant Sale, as determined by the Valuers. The Sale Proceeds actually received shall then be distributed amongst the holders of the Ordinary Shares and the holders of the holders of the K Ordinary Shares who participated in the Sale in accordance with the percentages calculated in accordance with the preceding sentence, notwithstanding that the amount of the Sale Proceeds actually received may differ from the amount of the Sale Proceeds used for such calculation.
- (b) In the event of a Sale then, subject to Article 3.2.3(c) the Sale Proceeds shall be reallocated between and paid to the Shareholders who participated in that Sale in accordance with the provisions of Article 3.2.2 save that any reference in that Article to "Liquidation Surplus" shall be deemed to be a reference instead to "Sale Proceeds" and any necessary consequential amendments shall be deemed to have been made.
- (c) The percentages set out in Article 3.2.2 shall apply to the distribution of the Sale Proceeds pursuant to Article 3.2.3(b) if all of the Ordinary Shares and all of the K Ordinary Shares are the subject of the relevant Sale. If that is not the case then such percentages shall be appropriately adjusted to reflect the proportion of the issued Ordinary Shares and the proportion of the issued K Ordinary Shares which are the subject of the relevant Sale. In the event of any disagreement between the Ordinary Shareholders and the holders of the K Ordinary Shares as to the adjustment that should be made, the matter shall be determined by the Board and such determination shall be final and binding upon all Shareholders.

3.2.4 Listing

Immediately prior to and conditionally upon a Listing, the Board and the Shareholders shall pass all resolutions required for any such reorganisation of the share capital of the Company or any then holding company of the Company as may be determined in the reasonable opinion of the Board, taking into consideration the opinion of the auditors of the Company in order to give effect to the provisions of Articles 3.2.3 in the context of a Listing, taking into account, where applicable, the provisions of Article 4, so that each Shareholder shall have the same proportion of the equity share capital of the Company after such Listing (but prior to any fundraising pursuant to the Listing) as the proportion of the Sale Proceeds to which they would be entitled on a Sale where the Sale Proceeds were equal to the Realisation Price and as if the Listing was a Sale. Such reorganisation may include, for the avoidance of doubt, resolutions required to reorganise the share capital of the Company to alter the rights attaching to Shares (including without limitation the conversion of such Shares into Ordinary Shares) or to allot and issue bonus shares to the Shareholders. Where bonus shares are issued:

- (a) they shall be paid up by the automatic capitalisation of any amount standing to the credit of the share premium account or any other available reserve of the Company as determined by the Directors and those additional shares shall be issued at par fully paid. The capitalisation shall be automatic and shall not require any action on

the part of the Shareholders and the Directors shall allot the shares arising on the capitalisation to the Shareholders entitled to them in accordance with this Article;

- (b) if the Company is not permitted to carry out the capitalisation in accordance with sub-Article 3.2.4(a), the Shareholders shall be entitled to subscribe in cash at par for that number of additional shares as would otherwise have been issued pursuant to this Article.

3.2.5 Voting rights

- (a) The Ordinary Shareholders shall be entitled to receive notice of, to attend, and to vote at, general meetings of the Company. Every Ordinary Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote on a show of hands and on a poll every Ordinary Shareholder so present shall have one vote for each Ordinary Share held by him.
- (b) Subject to Article 3.2.5(c) the K Ordinary Shares shall confer no right to receive notice of or attend or speak or vote at any general meeting of the Company.
- (c) The rights attaching to the K Ordinary Shares may only be varied or abrogated with the consent in writing of the holders of more than 75% in nominal value of the issued K Ordinary Shares.
- (d) The Deferred Shares shall confer no right to receive notice or attend or speak or vote at any general meeting of the Company.

3.2.6 Deferred Shares

- (a) Any Deferred Shares which were issued as redeemable shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder without obtaining the sanction of the holder or holders.
- (b) The allotment or issue of Deferred Shares or the conversion of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue or conversion to appoint any person to execute or give on behalf of the holder of those Deferred Shares:

- (i) an agreement to transfer and a transfer of such Deferred Shares to such person or persons as the Company may determine;
- (ii) a consent to the cancellation of such Deferred Shares;
- (iii) an agreement to transfer and a transfer of such Deferred Shares to such person or persons as the Company may determine as custodian thereof; and/or
- (iv) an agreement for the Company to purchase such Deferred Shares in accordance with the Act,

in any such case for a price being not more than an aggregate sum of one penny for all the Deferred Shares so purchased without obtaining the sanction of such holder or holders and pending such transfer and/or purchase to retain the certificates (if any) in respect thereof.

REORGANISATION OF SHARE CAPITAL

4. In the event of any increase or variation of the share capital of the Company as a result of the issue of Ordinary Shares credited as paid up by the capitalisation of reserves or the subdivision or consolidation of the Ordinary Shares or other such reorganisation of the share capital of the Company:
- (a) the monetary amounts stated in Article 3.2.2, the figure of £8 which appears in the definition of "Threshold Value"; and
 - (b) the share price hurdles stated in Article 3.2.2,
- shall be deemed to have been adjusted by such amounts as the Board considers fair and reasonable.

LIEN

5. The lien conferred by regulation 8 of Table A shall apply to all Shares whether fully paid or not and to all Shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

CALLS

6. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

ISSUE OF SHARES

- 7.1 Subject to the provisions of the Companies Acts and Article 7.4 all unissued shares of the Company from time to time shall be at the disposal of the directors and they may allot, grant rights, options or warrants to subscribe or otherwise dispose of them to such persons, at such times, and on such terms as they think proper. Sections 561 and 562 of the Companies Act 2006 shall not apply to the Company.
- 7.2 The directors are generally and unconditionally authorised for the purposes of Section 551 of the Companies Act 2006 to allot relevant securities (as defined in Section 551 of the Companies Act 2006) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed £800; and that this authority shall expire on the fifth anniversary of the date of adoption of these Articles of Association unless varied or revoked or renewed by the Company in General Meeting.
- 7.3 The directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.
- 7.4 Save as provided in Article 7.6, any unissued shares or other equity securities or shares to be issued ("New Shares") shall not be allotted to any person unless the Company has, in the first instance offered such New Shares to all Ordinary Shareholders of the Company on the same terms and at the same price as such New Shares are being offered to such other person on a pari passu and pro rata basis to the number of Ordinary Shares held by such persons on the terms that in the case of competition the New Shares shall be allotted to the acceptors of any such offer in proportion (as nearly as may be without involving fractions or increasing the number allotted to any member beyond that applied for by him) to their existing holdings of Ordinary Shares. Such offer(s):
- (a) shall stipulate a time, being not less than 7 days nor more than 21 days, within which it must be accepted or in default will lapse; and
 - (b) may stipulate that any Ordinary Shareholders who desire to subscribe for a number of New Shares in excess of the proportion to which each is entitled shall in their

acceptance state how many excess New Shares they wish to subscribe for and any shares not accepted by other Ordinary Shareholders shall be used for satisfying such requests for excess New Shares at each stage pro rata to the number of existing Ordinary Shares held by such persons at the time of such acceptance making such requests and thereafter, any excess New Shares shall be offered to any other person at the same price and on the same terms as the offer to the Ordinary Shareholders.

Any New Shares shall rank *pari passu* with existing shares in the same class then in issue.

7.5 An offer of shares made to an Investment Fund or to a corporate shareholder pursuant to Article 7.4 shall:

7.5.1 where the offer is made to an Investment Fund, as that Investment Fund directs, entitle any other Investment Fund managed by the same manager as the first mentioned Investment Fund to subscribe for all or some of such Shares; and

7.5.2 where the offer is made to a corporate shareholder, entitle a subsidiary undertaking of that corporate shareholder or a collective investment scheme managed by such a subsidiary undertaking to subscribe for all or some of such Shares.

7.6 An offer of shares pursuant to Article 7.4 made to Sir Martin Wood and/or Lady Audrey Wood and/or the trustee(s) of the Wood/Buxton Trust and/or any person to whom any of them has made a Permitted Transfer shall entitle, as that Shareholder directs, any Privileged Relation of Sir Martin Wood and/or Lady Audrey Wood and/or any trustee or trustees of The Wood/Buxton Trust (in his/their personal capacity) and/or any person to whom the relevant Shareholder would be entitled to make a Permitted Transfer under these Articles to subscribe for all or some of such Shares.

7.7 The pre-emption provisions contained in Article 7.4 shall not apply to:

7.7.1 the grant of options to subscribe for Ordinary Shares under an Option Scheme (and the issue of Ordinary Shares on exercise of those options) provided that the aggregate of the number of Ordinary Shares which have previously been issued pursuant to the exercise of options granted under an Option Scheme and the number of Ordinary Shares which would be issued if all options remaining capable of being exercised at the date of the relevant issue were exercised in full does not exceed 12% of the Fully Diluted Share Capital;

7.7.2 the issue of Ordinary Shares to such person or persons as the Board may determine provided that the number of Ordinary Shares whose issue has been authorised by this Article 7.7.2 in any period of 5 years does not exceed such number as represents 1% of the number of Ordinary Shares in issue at the date of the relevant issue;

7.7.3 the grant of options to subscribe for up to 10,000 K Ordinary Shares under an Option Scheme (and the issue of K Ordinary Shares on exercise of those options); or

7.7.4 the grant of options to subscribe for up to 201,000 Ordinary Shares to the Founder which, for the avoidance of doubt, shall be separate from any grant of options pursuant to Article 7.7.1.

TRANSFER OF SHARES

- 8.1 No person shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any Share (save as may be required in pursuance of his obligations under these Articles) or create or permit to exist any charge, lien, encumbrance or trust over any Share or agree to do any of such things except as permitted by Articles 11 or 12.
- 8.2 If a person at any time attempts to deal with or dispose of a Share or any interest therein or right attaching thereto otherwise than as permitted by these Articles he (or the person holding such Shares as his nominee) shall be deemed immediately prior to such attempt to have given a Transfer Notice in respect of such Share.
- 8.3 A Transfer Notice which is given or is deemed to have been given under Article 8.2, 11.3, 11.4, 11.5 or 13 shall be deemed not to contain a Total Transfer Condition (as defined in Article 12) and shall not be revocable.
9. The directors shall refuse to register any transfer of Shares made in contravention of the provisions of these Articles but (subject to Regulation 24 of Table A) shall not otherwise, save as provided to the contrary in these Articles, be entitled to refuse to register any transfer of Shares. For the purpose of ensuring that a particular transfer of Shares is permitted under the provisions of these Articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.
10. Where a Transfer Notice in respect of any Share is deemed to have been given under any provision of these Articles and the circumstances are such that the directors (as a whole) are unaware of the facts giving rise to the same such Transfer Notice shall be deemed to have been received by the directors on the date on which the directors (as a whole) actually become aware of such facts and the provisions of Article 12 shall apply accordingly.

PERMITTED TRANSFERS

- 11.1 Any Ordinary Shares (other than any Ordinary Shares in respect of which the holder shall have been required by the directors under these Articles to give a Transfer Notice or shall have been deemed to have given a Transfer Notice) or any interest therein may at any time be transferred:
- 11.1.1 by any individual member (not being in relation to the Ordinary Shares concerned a holder thereof as a trustee of any Family Trust) to a Privileged Relation of such member; or
- 11.1.2 by any such individual member to trustees to be held upon a Family Trust related to such individual member; or
- 11.1.3 by any member being a company (not being in relation to the Ordinary Shares concerned a holder thereof as a trustee of any Family Trust):
- (a) to a Member of the same Group as the Transferor Company; or
- (b) to a collective investment scheme managed by a Member of the same Group; or
- 11.1.4 by an Investment Fund or by its trustee, custodian or nominee:
- (a) to any trustee, nominee or custodian for such Investment Fund and vice versa;
- (b) to any unitholder, shareholder, partner, participant, manager or adviser (or an employee of such manager or adviser) in any such fund as part

of an in specie distribution of that Investment Fund's assets; or

(c) to any other Investment Fund managed or advised by the same manager or adviser or its trustee, nominee or custodian; or

(d) to another Investment Fund or its trustee, nominee or custodian as part of the sale or transfer of the whole or substantially the whole of the transferring Investment Fund's portfolio; or

11.1.5 to a trustee, nominee or custodian of any of the persons referred to in subparagraphs (a), (b) or (c) of Article 11.1.4.

11.2 Where Ordinary Shares have been issued to the trustees of a Family Trust or transferred under Article 11.1 or under Article 11.2.1 or Article 11.2.2 to the trustees of a Family Trust, the trustees and their successors in office may (subject to the provisions of Article 11.1) transfer all or any of the Relevant Shares:

11.2.1 to the trustees for the time being of the Family Trust concerned on any change of trustees;

11.2.2 to the trustees for the time being of any other trust being a Family Trust in relation to the same individual member or deceased or former member pursuant to the terms of such Family Trusts or to any discretion vested in the trustees thereof or any other person;

11.2.3 to any beneficiary of the Family Trust concerned; or

11.2.4 to the member who originally transferred the Shares to the Family Trust.

11.3 If and whenever any of the Relevant Shares come to be held otherwise than upon a Family Trust, except in circumstances where a transfer thereof is authorised pursuant to Article 11.2 to be and is to be made to the person or persons entitled thereto, it shall be the duty of the trustees holding such Ordinary Shares to notify the directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the directors so to do, to give a Transfer Notice in respect of the Ordinary Shares concerned.

11.4 If a person to whom Ordinary Shares have been transferred pursuant to Article 11.1.1 shall cease to be a Privileged Relation, such person shall be bound, if and when required in writing by the directors so to do, to give a Transfer Notice in respect of the Ordinary Shares concerned.

11.5 If a Transferee Company ceases to be a Member of the same Group as the Transferor Company from which (whether directly or by a series of transfers under Article 11.1.3) the Relevant Shares derived, it shall be the duty of the Transferee Company to notify the directors in writing that such event has occurred and (unless the Relevant Shares are transferred to the Transferor Company or a Member of the same Group as the Transferor Company within 14 days of such event, any such transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be bound, if and when required in writing by the directors so to do, to give a Transfer Notice in respect of the Relevant Shares.

PRE-EMPTION RIGHTS

12.1 Save as expressly permitted by these Articles and except in the case of a Permitted Transfer or where Article 12.21 applies, no Share shall be transferred until the following conditions of this Article 12 are complied with and, in the case of the transfer of a K Ordinary Share or Deferred Share unless the Board shall first have consented in writing to such transfer.

12.2 Any member proposing to transfer a Share ("the proposing transferor") shall be obliged to give notice in writing ("Transfer Notice") to the directors that the proposing transferor desires to transfer all or some of the Shares then held by him. In the Transfer Notice the proposing

transferor shall specify:-

- 12.2.1 the number and class of Shares which the proposing transferor wishes to transfer ("the Transfer Shares");
- 12.2.2 the price at which the proposing transferor wishes to sell the Transfer Shares and the identity of any person who has indicated a willingness to purchase the Transfer Shares at such price.
- 12.3 A Transfer Notice shall state whether the proposing transferor wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article none shall be so sold), but in the absence of such a statement the Transfer Notice shall be deemed not to contain a Total Transfer Condition.
- 12.4 The Transfer Notice shall constitute the Company (by its board of directors) as the agent of the proposing transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this Article. Once given a Transfer Notice may not be revoked save with the prior written consent of the directors.
- 12.5 Within seven days after the receipt of any Transfer Notice the directors shall serve a copy of that Transfer Notice on the Ordinary Shareholders and K Ordinary Shareholders (other than the proposing transferor). In the case of a deemed Transfer Notice the directors shall similarly serve notice on all the Ordinary Shareholders and K Ordinary Shareholders (including the proposing transferor), notifying them that the same has been deemed to have been given, within one month after (i) the date of the event giving rise to the deemed Transfer Notice or (ii) (if later) the date on which the directors (as a whole) actually became aware of such event.
- 12.6 Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price ("the Transfer Price") determined in accordance with Article 12.6.
 - 12.6.1 If the Transfer Notice is not a deemed Transfer Notice then the Transfer Price shall be the price specified by the proposing transferor in the Transfer Notice; or
 - 12.6.2 If the Transfer Notice is a deemed Transfer Notice then the Transfer Price shall be, unless provided otherwise in these Articles, such price as shall be agreed in writing between the Board and the proposing transferor or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to Article 12.5 the Transfer Price will be determined by the Valuers. The Valuers shall act as experts and not as arbitrators and their written determination shall be final and binding on the members.

The Valuers will determine what in their professional opinion is the fair value of the Transfer Shares as at the date of the Transfer Notice on the following assumptions and bases:-

- (a) valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Transfer Shares are capable of being transferred without restriction;
- (d) disregarding any effect upon value of the Transfer Shares constituting a majority or minority holding.

If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Valuers in such manner as they shall in their absolute discretion think fit.

The Company will use its best endeavours to procure that the Valuers determine the Transfer Price within 21 days of being requested to do so.

- 12.7 If the determination of the Transfer Price is referred to the Valuers the date of determination of the Transfer Price ("the Determination Date") shall be the date on which the directors receive the Valuers' determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between the Board and the proposing transferor as aforesaid the Determination Date shall be the date on which such agreement is made. If the Transfer Price is determined pursuant to Article 16.6.1 then the Determination Date shall be the date on which the directors receive the Transfer Notice.
- 12.8 The costs and expenses of the Valuers in determining the Transfer Price and of their appointment shall be borne by the proposing transferor.
- 12.9 Within seven days after the Determination Date the Transfer Shares shall be offered for purchase at the Transfer Price by the directors to all members (other than the proposing transferor and the Deferred Shareholders) in proportion to the number of Ordinary Shares and K Ordinary Shares then held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of Transfer Shares; (b) the number of Transfer Shares offered to the member ("Pro Rata Entitlement"); (c) whether or not the Transfer Notice contained a Total Transfer Condition and (d) a period (being not less than fourteen days and not more than twenty one days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his Pro Rata Entitlement and for any Shares in excess of such entitlement which he wishes to purchase. Upon the expiry of the said offer period, the Directors shall allocate the Transfer Shares in the following manner:
- 12.9.1 to each member who has agreed to purchase Shares, his Pro Rata Entitlement or such lesser number of Transfer Shares for which he may have applied;
- 12.9.2 if any member has applied for less than his Pro Rata Entitlement, the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of Shares then held by them respectively (but without allocating to any member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this Article 12.9.2 without taking account of any member whose application has already been satisfied in full.
- 12.10 If any of the Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit.
- 12.11 Any offer of Shares made to an Investment Fund pursuant to Article 12.9 shall, as that Investment Fund directs, entitle either that Investment Fund or any other Investment Fund managed by the same manager as the first mentioned Investment Fund to accept such offer and in Articles 12.9 to 12.17 the expression "members" shall be deemed to include any person who has accepted an offer of shares made to an Investment Fund in accordance with this Article 12.11.
- 12.12 If by the foregoing procedure the directors shall not receive acceptances in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the proposing transferor. The directors shall then be entitled within fourteen days of the date of service of that notice to serve upon the proposing transferor a Compulsory Transfer Notice and/or a Compulsory Purchase Notice.
- 12.13 If the directors shall serve a Compulsory Purchase Notice upon the proposing transferor

pursuant to Article 12.12 or Article 12.17 they shall:-

- 12.13.1 draw up a draft contract of purchase which provides for completion at the Company's registered office of the purchase of the relevant Transfer Shares on the expiration of seven days after the passing of the special resolution hereinafter mentioned;
 - 12.13.2 convene a meeting to consider (or circulate for passing as a written resolution) a special resolution to authorise such contract of purchase, such meeting to be held (or written resolution circulated) not later than 30 days after the date on which the Compulsory Purchase Notice was served; and
 - 12.13.3 procure that the relevant requirements of the Companies Act 2006 relating to the purchase by the Company of its own shares are complied with.
- 12.14 The proposing transferor is deemed, by virtue of his having become a member of the Company, to have agreed:-
- 12.14.1 to any contract which is drawn up by the directors following the service upon him of a Compulsory Purchase Notice;
 - 12.14.2 to have appointed any person nominated by the directors to execute such contract on his behalf; and
 - 12.14.3 that, subject to the provisions of Article 12.15, he shall transfer the relevant Transfer Shares to the Company at completion. If he makes default in so doing a director or some other person duly nominated by a resolution of the directors for that purpose, shall forthwith be deemed to be the duly appointed attorney of the proposing transferor with full power to execute complete and deliver in the name and on behalf of the proposing transferor a transfer of the relevant Transfer Shares to the Company. The directors shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money in trust for the proposing transferor until he shall deliver up his certificates for the relevant Transfer Shares to the Company when he shall thereupon be paid the purchase money.
- 12.15 If by the foregoing procedure the directors shall not have received acceptances in respect of all the Transfer Shares and shall not have served a Compulsory Transfer Notice or a Compulsory Purchase Notice in respect of all of the Transfer Shares not accepted by the members or if the requirements of the Companies Act 2006 have not been complied with in relation to the purchase by the Company of the relevant Transfer Shares pursuant to a Compulsory Purchase Notice and the Transfer Notice in question did contain a Total Transfer Condition then none of the Transfer Shares shall be sold to the members or to any person nominated by the directors pursuant to a Compulsory Transfer Notice or to the Company pursuant to a Compulsory Purchase Notice. The proposing transferor may then within a period of four months after the expiry of the fourteen day period referred to in Article 12.13 sell all (but not some only) of the Transfer Shares to any person or persons at any price which is not less than the Transfer Price.
- 12.16 If the directors shall receive acceptances pursuant to the provisions of this Article in respect of all the Transfer Shares (or all of the Transfer Shares other than those which the Company is obliged to purchase following the service of a Compulsory Purchase Notice) either from the members or from any person or persons nominated by the directors pursuant to a Compulsory Transfer Notice they shall forthwith give notice in writing as hereinafter mentioned to the proposing transferor and to the person or persons who have agreed to purchase the same ("Purchaser" or "Purchasers") and the proposing transferor shall thereupon become bound upon payment of the Transfer Price to the proposing transferor (whose receipt shall be a good discharge to the Purchaser, the Company and the directors therefor none of whom shall be bound to see to the application thereof) to transfer to each Purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each Purchaser, the number of Transfer Shares agreed to be purchased by

him and the place and time appointed by the directors for the completion of the purchase (being not less than seven days nor more than twenty-eight days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the directors.

- 12.17 If the Transfer Notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the directors shall receive acceptances in respect of none or part only of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of the fact to the proposing transferor. The directors shall then be entitled within 14 days of the date of service of that notice to serve upon the proposing transferor a Compulsory Transfer Notice and/or a Compulsory Purchase Notice and the provisions of Article 12.16 shall apply (*mutatis mutandis*) in respect of any Compulsory Transfer Notice so served.
- 12.18 The proposing transferor may, subject to Article 15, within the period of four months after the expiry of the fourteen day period referred to in Article 12.17 sell any of the Transfer Shares which have not been accepted by members pursuant to Article 12.9 and which are not the subject of a Compulsory Purchase Notice or Compulsory Transfer Notice served within such fourteen day period, to any person or persons at any price which is not less than the Transfer Price.
- 12.19 If a proposing transferor, having become bound to transfer any Transfer Shares pursuant to this Article, makes default in transferring the same the directors may authorise some person (who is, as security for the performance of the proposing transferor's obligations, hereby irrevocably and unconditionally appointed as the attorney of the proposing transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the proposing transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the proposing transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- 12.20 The directors (acting reasonably) may require to be satisfied that any Shares being transferred by the proposing transferor pursuant to either Article 12.15 or Article 12.18 are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer and if not so satisfied may refuse to register the instrument of transfer.
- 12.21 Notwithstanding the preceding provisions of this Article the directors shall register any transfer of shares to which Shareholders holding between them at least 75 per cent of the issued Shares shall have given their prior written consent.

COMPULSORY TRANSFERS AND SUSPENSION OF VOTING RIGHTS

- 13.1 If a member is adjudicated bankrupt he shall be deemed immediately to have given a Transfer Notice in respect of all Shares then registered in his name.
- 13.2 If a Share remains registered in the name of a deceased member for longer than one year after the date of his death the directors may require the legal personal representatives of such deceased member either to effect a transfer of such Shares (including for such purpose an election to be registered in respect thereof) being a Permitted Transfer or to show to the satisfaction of the directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased member or (failing compliance with either of the foregoing within one month or such longer period as the Directors may allow for the purpose) to give a Transfer Notice in respect of such Share.

- 13.3 If a member which is a company or a Permitted Transferee of such member, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, such member or Permitted Transferee shall be deemed immediately to have given a Transfer Notice in respect of all of the shares held by such member and/or such Permitted Transferee.
- 13.4 For the purposes of this Article a Leaver shall be deemed to be a Bad Leaver if his employment contract or consultancy agreement is lawfully terminated by the Company on the grounds of his gross misconduct [or if he shall be in breach of any of the restrictive covenants contained in such employment contract or consultancy agreement];
- 13.5 If a Relevant Member, or the Relevant Executive in relation to a Relevant Member, becomes a Bad Leaver then, subject to Article 13.9, such Relevant Member shall be deemed to have given a Transfer Notice in respect of all the Shares held by such Relevant Member at a Transfer Price equal to the nominal value of each such Share.
- 13.6 Subject to Article 13.9, all voting rights attaching to the Shares in respect of which a Transfer Notice is deemed to have been given pursuant to Article 13.5 shall be suspended with immediate effect from the date on which such Transfer Notice is deemed to have been given. Such voting rights shall be reinstated in respect of any Shares that shall subsequently be transferred in accordance with the provisions of Article 12.
- 13.7 If a Relevant Member (other than the Founder), or the Relevant Executive (other than the Founder) in relation to a Relevant Member, becomes a Leaver at any time but not a Bad Leaver then such Relevant Member shall, subject to Article 13.9, be deemed to have given, on the date on which he or the Relevant Executive concerned became a Leaver, a Transfer Notice in respect of all of the Shares held by such Relevant Member at a price determined in accordance with the provisions of Article 12.6.
- 13.8 If a person other than the Founder who is not (or has ceased to be) an employee of or a consultant to the Company or any subsidiary of the Company at the date of acquisition referred to below acquires Shares in pursuance of a right or interest obtained by such an employee or consultant (other than the Founder) (including but not limited to his right or interest as a beneficiary under a trust and any option granted under any share option scheme established by the Company), he shall, subject to Article 13.9, upon being registered as the holder of such Shares, be deemed to have given a Transfer Notice in respect of all of the Shares registered in his name.
- 13.9 Where Article 13.5, Article 13.7 or Article 13.8 applies the directors may resolve:
- (a) that no Transfer Notice shall be deemed to have been given; or
 - (b) that a Transfer Notice shall be deemed to have been given in respect of a lesser number of Shares; or
 - (c) that the Transfer Notice shall be deemed to be given at a date later than the date on which the Relevant Executive concerned became a Leaver (in the case of Article 13.7) or the date on which the relevant shares were registered in the name of the relevant person (in the case of Article 13.8); or
 - (d) that the voting rights attaching to any Shares should not be suspended.

TAG-ALONG

- 14.1 Notwithstanding any other provision in these Articles no sale or transfer or other disposition of any interest in any Share shall be effected, if it would result in a Majority Change of Control, unless before the transfer is lodged for registration the Acquirer has made a bona fide offer in accordance with this Article 14 to purchase at the price or prices determined in accordance with the provisions of Article 14.2 all the Equity Shares held by the Shareholders (except any Shareholder which has expressly waived its right to receive such an offer for the purpose of

this Article 14).

- 14.2 The price at which the Acquirer must offer to purchase Shares in accordance with Article 14.1 shall be such sum as is reached by multiplying the number of issued and to be issued Equity Shares by the sum per Equity Share which the Acquirer is willing to pay in order to secure a Majority Change of Control, reallocated amongst the Shareholders in accordance with Article 3.2.3.
- 14.3 An offer made under Article 14.1 shall be in writing open for acceptance for at least 21 days after full implementation of the pre-emption rights and procedures set out in Article 12, shall be recirculated with a reminder in writing to all the Shareholders at least 7 days before the date for acceptance set out in the offer and shall be deemed to be rejected by any Shareholder who has not accepted it in accordance with its terms within the period set out in the offer.
- 14.4 The Acquirer shall complete the purchase of all Shares in respect of which the offer is accepted at the same time as he completes the purchase of the Shares whose proposed purchase gave rise to such offer. The acceptance by any Shareholder of such offer shall not require the accepting Shareholder to give a Transfer Notice in accordance with Article 12.2.

CO-SALE

- 15.1 No transfer (other than a Permitted Transfer) of any Shares may be made or validly registered if it is in respect of more than 20 per cent of the total number of Equity Shares in issue unless the transferor shall have observed the following procedures of this Article.
- 15.2 The transferor shall give to each other member not less than 5 Business Days' notice in advance of the proposed sale ("a Co-Sale Notice"). The Co-Sale Notice shall specify:
- (a) the identity of the proposed purchaser ("the Buyer");
 - (b) the price per Share which the Buyer is proposing to pay;
 - (c) the manner in which the consideration is to be paid; and
 - (d) the number of Shares which the transferor proposes to sell.
- 15.3 Each such other member shall be entitled within 5 Business Days after receipt of the Co-Sale Notice to notify the transferor that they wish to sell a certain number of their Shares at the proposed sale price by sending a counter-notice which shall specify the number of Shares which such member wishes to sell. The maximum number of Shares which a member can sell under this procedure shall be:
- $$\frac{A}{B} \times C$$
- where:
- A is the number of Equity Shares held by the relevant member;
- B is the total number of Equity Shares in issue; and
- C is the number of Equity Shares which the transferor proposes to sell.
- Any member who does not send a counter-notice within such 5 Business Day period shall be deemed to have specified that they wish to sell no Shares.
- 15.4 Following the expiry of 5 Business Days from the date on which the other members receive the Co-Sale Notice the transferor shall be entitled to sell to the Buyer on the terms notified to the other members a number of Shares not exceeding the number specified in the Co-

Sale Notice less any Shares which members have indicated they wish to sell, provided that at the same time the Buyer purchases from such members the number of Shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the transferor from the Buyer.

- 15.5 No sale by the transferor shall be made pursuant to any Co-Sale Notice more than 3 months after service of that Co-Sale Notice.
- 15.6 Sales made in accordance with this Article 15 shall not be subject to Article 12.

DRAG ALONG

- 16.1 If any one or more Shareholders (together the "Selling Shareholders") wish to transfer any Shares which would result in a Special Change of Control, the Selling Shareholders or, after the transfer by them of their Shares to the Acquirer resulting in the Special Change of Control, the Acquirer shall have the option (the "Drag Along Option") to require all the other holders of Shares to transfer all their Shares to the Acquirer or as the Acquirer shall direct in accordance with this Article 16.
 - 16.2 The Selling Shareholders or the Acquirer may exercise the Drag Along Option by giving notice to that effect (a "Drag Along Notice") to all such other Shareholders (the "Called Shareholders") at any time after the Selling Shareholders have agreed to transfer the Shares held by them giving rise to the Special Change of Control. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "Called Shares") pursuant to Article 16.1, at the price at which the Called Shares are to be transferred (calculated in accordance with Article 16.4) and the proposed date of transfer.
 - 16.3 A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder will lapse if the Drag Along Notice is given before the transfer of Shares resulting in the Special Change of Control and for any reason there is not a Special Change of Control caused by a transfer of Shares by the Selling Shareholders to the Acquirer within 6 months of the date of the Drag Along Notice.
 - 16.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Acquirer were distributed to the holders of the Called Shares and the Selling Shareholders in accordance with the provisions of Article 3.2.3.
 - 16.5 The Called Shareholders shall not be obliged to give any warranty, indemnity, undertaking or covenant relating to their Shares or the Company, save as to title to their Shares.
 - 16.6 Completion of the sale of the Called Shares shall take place on the date specified for that purpose by the Selling Shareholders or the Acquirer except that:
 - 16.6.1 such person may not specify a date that is less than 14 days after the date of the Drag Along Notice;
 - 16.6.2 if the Drag Along Notice is given by the Selling Shareholders, the date so specified by the Selling Shareholders shall be the same date as the date proposed for completion of the sale of the Shares giving rise to the Special Change of Control.
- unless all of the Called Shareholders, the Selling Shareholders and the Acquirer agree otherwise.
- 16.7 If any of the Called Shareholders shall make default in selling its Shares in accordance with this Article 16, any director of the Acquirer or other person duly nominated by resolution of the directors for that purpose shall forthwith be deemed to be the duly appointed agent of such Called Shareholder with such power to execute, complete and deliver in the name and on behalf of such Called Shareholder a transfer of the relevant Called Shares and any such

director may receive and give a good surcharge of the purchase money on behalf of such Called Shareholder and (subject to the transfer being duly stamped) the Company may enter the name of the third party in the register of members as the holder or holders by transfer of the Called Shares so purchased by him or them. The directors shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for such Called Shareholder until he shall deliver up a certificate or certificates for the relevant shares to the Company and he shall thereupon be paid by the purchase money.

- 16.8 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice and the New Shareholder shall then be bound to sell and transfer all Shares so acquired to the Acquirer or as the Acquirer may direct and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Come Along Notice being deemed served on the New Shareholder.

COMMUNICATIONS BY OR TO THE COMPANY

17.1 Form of Communications

Any document or information required or permitted to be given by or to the Company, its members and directors under these Articles or the Companies Acts shall, unless otherwise specified in these Articles, be in writing and, subject to the Companies Acts and any specific requirements of these Articles, may be given:

- 17.1.1 personally or by sending it by post or other delivery service in a prepaid envelope addressed to the recipient at its registered address or any other address notified to the sender for the time being for the service of documents or information or by leaving it at any such address or by any other means authorised in writing by the recipient concerned;
- 17.1.2 by sending it in electronic form to an address for the time being notified to the sender by the recipient for that purpose;
- 17.1.3 in the case of any document or information to be given by the Company, by making it available on a website.

17.2 Time of Delivery

A document or information sent or supplied by the Company in accordance with Article 17.1 shall be deemed to be received:

- 17.2.1 in the case of a document or information delivered personally or left at the recipient's address, when delivered or left;
- 17.2.2 in the case of a document or information sent by post or other delivery service, 48 hours after sending;
- 17.2.3 in the case of a document or information sent in electronic form, 24 hours after sending;
- 17.2.4 in the case of a document or information made available on a website:
 - (a) when the document or information was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the document or information was made available on the

website

and, for the avoidance of doubt, in calculating any period of hours for the purpose of this Article account shall be taken of any day or part of a day regardless of whether or not it is a Business Day/working day (as defined in section 1173 Companies Act 2006).

17.3 Proof of Delivery

17.3.1 In the case of documents or information sent or supplied by the Company, proof that an envelope containing a document or information was properly addressed, prepaid and posted (or consigned to the relevant delivery service or, in the case of a document or information delivered personally or left at the recipient's address, was properly addressed and delivered personally or left at the recipient's address) shall be conclusive evidence that the document or information was given. In the case of documents or information sent or supplied by the Company, proof that a document or information contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was given.

17.3.2 A document or information sent in electronic form shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

17.4 Authentication

17.4.1 Where a document or information is sent or supplied to the Company it must be authenticated.

17.4.2 Where a document or information is sent or supplied to the Company by a person on behalf of another, the Company may require reasonable evidence of the authority of the former to act on behalf of the latter.

17.5 Joint Holders

17.5.1 In the case of joint holders of a share, all documents or information required to be given by the Company may be given either to each of the joint holders or to the joint holder whose name stands first in the register of members in respect of the joint holding and documents or information so given shall be sufficiently given to all the joint holders.

17.5.2 Where anything is to be agreed or specified by joint holders of a share pursuant to this Article 17 or the company communications provisions of the Companies Act 2006, it may be so agreed or specified by each of the joint holders or by the joint holder whose name stands first in the register of members in respect of the joint holding and any agreement or specification so given shall be binding on all the joint holders.

17.6 Additional Matters

17.6.1 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which documents or information may be given to him or an address to which documents or information may be given to him in electronic form shall be entitled to have documents or information given to him at such address but otherwise, subject to the Companies Acts, no such member shall be entitled to receive any document or information from the Company.

17.6.2 A member present, either in person or by proxy or being corporation by a duly authorised representative, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

- 17.6.3 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.

18. APPOINTMENTS OF PROXIES

- 18.1 The appointment of a proxy shall, subject to the provisions of the Companies Act be in writing, in any common form or in such other form as the Board may approve and:

18.1.1 if in writing but not in electronic form, made under the hand of the appointor or of his attorney duly authorised in writing; or, if the appointor is a corporation, under its common seal or under the hand of some officer or attorney or other person duly authorised in that behalf; or

18.1.2 if in writing in electronic form submitted by or on behalf of the appointor and authenticated.

- 18.2 The appointment of a proxy and any authority under which it is authenticated or a copy of such authority certified notarially or in some other way approved by the directors shall:

18.2.1 in the case of an appointment in writing but not in electronic form be deposited at the registered office (or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting) not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

18.2.2 in the case of an appointment contained in electronic form, where an address has been specified for the purpose of receiving documents or information in electronic form;

(i) in the notice convening the meeting, or

(ii) in any instrument of proxy sent out by the Company in relation to the meeting, or

(iii) in any invitation in electronic form to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

18.2.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;

or

18.2.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an appointment of a proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

- 18.3 A vote given or a poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office or at such other place or address at which the appointment

of the proxy was duly deposited or received:

- 18.3.1 in the case of a meeting or adjourned meeting, at least 48 hours before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded; or
 - 18.3.2 in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll;
 - 18.3.3 in the case of a poll taken not more than 48 hours after it was demanded, the time appointed for taking the poll.
- 18.4 For the avoidance of doubt, in calculating any period of hours for the purpose of this Article 18 account shall be taken of any day or part of a day regardless of whether or not it is a Business Day/working day.

APPOINTMENT OF DIRECTORS

19. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.

PROCEEDINGS OF DIRECTORS

20. Notice of every meeting of the directors shall be given to each director at any address supplied to him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.
21. The directors, or a committee of the directors, may hold meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations. The views of the directors, or a committee of the directors, as ascertained by such telephone conversations and communicated to the chairman shall be treated as votes in favour of or against a particular resolution (as appropriate). A resolution passed at any meeting held in this manner and signed by the chairman shall be as valid and effectual as if it had been passed at a meeting of the directors (or, as the case may be of that committee) duly convened and held. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is then present.
- 22.1 Subject to the provisions of the Companies Acts and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-
- 22.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
 - 22.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
 - 22.1.3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
 - 22.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

22.1.5 shall be entitled to vote or shall count in the quorum at any meeting of the Board or any committee thereof on any matter concerning the foregoing paragraphs of this article.

22.2 For the purposes of this Article:-

22.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

22.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

22.2.3 an interest of a person who is for any purpose of the Companies Acts (excluding any statutory modification not in force when these articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

23.1.1 The Board may, in accordance with these Articles, authorise a matter proposed to it which would, if not authorised, involve a breach by a director of his duty under section 175 of the Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the Company's interests.

23.1.2 A matter referred to in Article 23.1.1 is proposed to the Board by its being submitted:

- (a) in writing for consideration at a meeting of the Board or for the authorisation of the Board by resolution in writing; and
- (b) in accordance with the Board's normal procedures or in such other manner as the Board may approve.

23.1.3 A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

23.1.4 An authorisation referred to in Article 23.1.1 is effective only if:

- (a) it is given in accordance with the requirements of the Companies Act 2006;
- (b) in the case of an authorisation given at a meeting of the Board:
 - (i) any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other director who has a direct or indirect interest in the matter being authorised (each such other director being an "Other Interested Director"); and
 - (ii) the matter has been agreed to without the director in question or any Other Interested Director voting or would have been agreed to if their votes had not been counted; and
- (c) in the case of an authorisation given by resolution in writing:
 - (i) the resolution is signed by all the directors; and
 - (ii) the number of directors that sign the resolution (disregarding the director

in question and any Other Interested Director) is not less than the number required to form a quorum.

23.1.5 The Board may:

- (a) authorise a matter pursuant to Article 23.1.1 on such terms and for such duration, or impose such limits or conditions on it, as it may decide; and
- (b) vary the terms or duration of such an authorisation (including any limits or conditions imposed on it) or revoke it.

23.1.6 Any terms, limits or conditions imposed by the Board in respect of its authorisation of a director's conflict of interest or possible conflict of interest, including (without limitation) an authorisation given pursuant to Article 23.1.1, may provide (without limitation) that:

- (a) if the relevant director has (other than through his position as director) information in relation to the relevant matter in respect of which he owes a duty of confidentiality to another person, he is not obliged to disclose that information to the Company or to use or apply it in performing his duties as a director;
- (b) the director is to be excluded from discussions in relation to the relevant matter whether at a meeting of the Board or any committee or sub-committee of the Board or otherwise;
- (c) the director is not to be given any documents or other information in relation to the relevant matter; and
- (d) the director may or may not vote (or may or may not be counted in the quorum) at a meeting of the Board or any committee or sub-committee of the Board in relation to any resolution relating to the relevant matter.

23.1.7 a director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 if he acts in accordance with such terms, limits and conditions (if any) as the Board imposes in respect of its authorisation of the director's conflict of interest or possible conflict of interest, including (without limitation) an authorisation given pursuant to Article 23.1.1.

24.1 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 or other benefit which he derives from or in connection with a relationship involving a conflict of interest or possible conflict of interest which has been authorised by Board, including (without limitation) pursuant to Article 23.1.1, or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation).

24.2 If he has disclosed to the Board the nature and extent of his interest to the extent required by the Companies Act 2006, 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 or other benefit which he derives from or in connection with:

- (a) being a party to, or otherwise interested in, any transaction or arrangement with:
 - (i) the Company or in which the Company is interested; or
 - (ii) a body corporate promoted by the Company or in which the Company is otherwise interested;
- (b) acting (otherwise than as auditor) alone or through his organisation in a professional

capacity for the Company (and he or that organisation is entitled to remuneration for professional services as if he were not a director); or

- (c) being a director or other officer of, or employed by, or otherwise interested in, a body corporate promoted by the Company or in which the Company is otherwise interested.

24.3 A Director's receipt of any remuneration or other benefit referred to in Article 24.1 or 24.2 does not constitute an infringement of his duty under section 176 of the Companies Act 2006.

24.4 A transaction or arrangement referred to in Article 24.1 or 24.2 is not liable to be avoided on the ground of any remuneration, benefit or interest referred to in that Article.

25.1 Except as provided by Article 25.3 or by the terms of any authorisation given by the Board, including (without limitation) pursuant to Article 23.1.1, or by the Company in general meeting, a director must not vote at a meeting of the Board or any committee or sub-committee of the Board in respect of any contract, transaction, arrangement or proposal in which he has an interest (other than an interest in shares, debentures or other securities of or otherwise in or through the Company) which is to his knowledge a material interest.

25.2 A director must not be counted in the quorum at a meeting of the Board or any committee or sub-committee of the Board in relation to any resolution on which he is not entitled to vote.

25.3 A director may (in the absence of some material interest other than those indicated in the following paragraphs (a) to (b)) vote on any resolution concerning any of the following matters:

- (a) the giving of a guarantee, security or indemnity in respect of money lent, or obligations incurred, by him or by another person at the request of, or for the benefit of, the Company or a subsidiary of the Company;
- (b) the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or a subsidiary of the Company for which the director has assumed responsibility (wholly or partly) under a guarantee or indemnity or by the giving of security;
- (c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or a subsidiary of the Company for subscription or purchase or exchange in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting of the offer;
- (d) any proposal concerning another company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise, if he (and persons connected with him) does not to his knowledge hold an interest in shares (as that term is used in sections 820 to 825 of the Companies Act 2006) representing one per cent, or more of the issued share of any class of the equity share capital of that company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (that interest is deemed for the purposes of this Article to be a material interest);
- (e) any proposal concerning the adoption, modification or operation of a pension, superannuation or similar scheme or retirement, death or disability benefits scheme or an employees' share scheme under which he may benefit and which relates both to employees and directors and does not accord to the director any privilege or benefit not generally accorded to the employees and directors to whom the scheme relates;
- (f) any proposal under which he may benefit concerning the granting of an indemnity to a director or other officer of the Company;
- (g) any proposal under which he may benefit concerning the purchase, funding or

maintenance of insurance for any Director or other officer of the Company;

- (h) any proposal under which he may benefit concerning the provision to a Director of funds to meet expenditure incurred or to be incurred by the Director in defending proceedings or in connection with any application under any of the provisions mentioned in section 234(6) of the Companies Act 2006 or otherwise enabling the director to avoid incurring that expenditure.

25.4 For the purposes of Articles 25.1 to 25.3:

- (a) an interest of a person who is, for any purpose of the Companies Act 2006 "connected with" (within the meaning of section 352 of the Companies Act 2006) a director is to be treated as an interest of the director; and
- (b) in relation to an alternate director, an interest of his appointor is to be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

INDEMNITY

- 26.1 Subject to the Companies Acts but without prejudice to any indemnity to which a director may otherwise be entitled, each director, former director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) in the actual or purported execution and/or discharge of his duties, or in relation thereto, including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission or any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.
- 26.2 Subject to the provisions of, and so far as may be permitted by the Act, the Company shall be entitled to fund by way of loan the expenditure of every director or other officer of the Company incurred or to be incurred in defending any criminal or civil proceedings or in connection with any application for relief (as defined in section 205(5) of the Companies Act 2006).
- 26.3 Subject to the Companies Acts, the Company may buy and maintain insurance against any liability falling upon its directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs.

DATA PROTECTION

- 27.1 Each of the members and directors (from time to time) consent to the processing of their personal data by the Company, its members and directors (each a "Recipient") for due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.
- 27.2 The personal data that may be processed for such purposes under this Article 27 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or any regulated authority, that personal data shall not be disclosed by a Recipient or any other person, except to:
 - 27.2.1 a Member of the same Group as the Recipient ("Recipient Group Companies");
 - 27.2.2 to employees, directors and professional advisers of that Recipient or the

Recipient Group Companies; and

27.2.3 to funds managed by any of the Recipient Group Companies.

27.3 Each of the members and directors consent to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so.

LIABILITY OF MEMBERS

28. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.