

Company number: 06481670

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

CAPRICORN WEALTH MANAGEMENT LIMITED

(adopted by special resolution passed on 12 September 2022)



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PART 1
EXCLUSION OF OTHER REGULATIONS, INTERPRETATION AND LIMITATION OF LIABILITY

1 EXCLUSION OF OTHER REGULATIONS

No regulations for management of a company set out in any statute or subordinate legislation concerning companies shall apply to the Company and the following shall be the articles of association of the Company.

2 INTERPRETATION

2.1 In these Articles, unless the context otherwise requires:

“Act”

means the Companies Act 2006;

“Acting in Concert”

has the meaning given in the City Code on Takeovers and Mergers issued 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;

“Allocation Notice”

has the meaning given in Article 48.11;

“Alternate” or “Alternate Director”

has the meaning given in Article 26;

“A2 Conversion Date”

means the date of the transfer which is subject to an A2 Conversion Event;

“A2 Conversion Event”

means any transfer of Shares by CM to a Competitor that is not a Sale, provided such transfer is not a Permitted Transfer;

“A2 Ordinary Shares”

means A2 ordinary non-voting non-redeemable convertible shares of £0.01 each in the capital of the Company;

“Articles”

means the Company's articles of association for the time being in force and **“Article”** is one of these Articles;

“Assets on Return of Capital”

means, on a Return of Capital, the assets of the Company available for distribution amongst the Shareholders after payment of its liabilities;

“Bankruptcy” or “Bankrupt”

refers to individual insolvency proceedings in any jurisdiction;

“B Ordinary Shares”

means B ordinary non-voting redeemable shares of £0.01 each in the capital of the Company and being redeemable only in the circumstances set out in Article 29.5(g);

“Business Day”

means a day that is not a Saturday or Sunday or any day that is a bank holiday in England and Wales;

“Capitalised Sum”

has the meaning given in Article 64.1;

“Chair”

has the meaning given in Article 14;

“Chair of the meeting”

has the meaning given in Article 67.3;

“clear days”

in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given or received and the day for which it is given or on which it is to take effect;

“CM”

means Conor Murphy, one of the shareholders of the Company (or any of his Permitted Transferees);

“Companies Acts”

means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

“Company”

means Capricorn Wealth Management Limited, incorporated in England (company number 06481670);

“Company Business”

means a global financial services business, providing advice across all aspects of personal and commercial finance, from lending services (personal and buy-to-let mortgages, commercial finance and private client finance, for individuals based within the UK and internationally) to insurance (GI, pure protection and business protection) and more traditional “wealth” products (pensions, investments etc) along with advice on tax and portfolio construction. The Company also refers conveyancing and legal services to external partners for a referral fee;

“Company’s Lien”

has the meaning given in Article 38.1;

“Competitor”

means a provider (other than DX) of property services including residential sales and lettings, including corporate and international lettings and relocation, whether the provider solely provides property services or as part of a larger portfolio of services (for example including retail or general banking services);

“Completion Date”

has the meaning given in Article 48.11;

“Control”

has the meaning given in section 995 of the Income Tax Act 2007 and “Controlled” shall be construed accordingly;

“Director”

means a director of the Company, and includes any person occupying the position of director, by whatever name called;

“Distribution Recipient”

has the meaning given in Article 58.2;

“Document”

includes, unless otherwise specified, any document sent or supplied in electronic form;

“Down Round”

means an issuance of Shares other than an issuance of Shares made pursuant to Article 34.2 which are allotted at a price per Share lower than £270.00;

“DX”

means Dexters London Limited, one of the shareholders of the Company (or any of its Permitted Transferees);

“electronic form”

has the meaning given in section 1168 of the Act;

“Eligible Director”

means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the matter);

“Family Trust”

means, in relation to an individual, a trust or settlement set up wholly for the benefit of beneficiaries falling within one or more of the following categories:

- (a) that individual and/or their spouse or civil partner (as defined in the Civil Partnerships Act 2004);
- (b) any child (including a step or adopted child) or other lineal descendant of either person within paragraph (a), tracing such lineal descendants through step and adopted children as well as through natural children; and
- (c) spouses, civil partners (as defined in the Civil Partnerships Act 2004), widows and widowers of any person falling within paragraph (b) above;

“fully paid”

in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

“Group”

means the Company and its subsidiaries and **“Group Company”** means any one of them;

“hard copy” “electronic form” and related expressions

have the meanings given in section 1168 of the Act;

“Holder”

in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

“including”

means including, without limitation, and **“include”** shall be construed accordingly;

“instrument”

means a document in hard copy form;

“Key Shareholders”

means each of those Shareholders having equal to or in excess of 10% of the Non-Growth Shares in issuance from time to time;

“Minimum Transfer Condition”

has the meaning given in Article 48.2(d);

“Non-Growth Shares”

means Ordinary Shares and A2 Ordinary Shares;

“Non Voting Shares”

means A2 Ordinary Shares and B Ordinary Shares;

“Offer Period”

has the meaning given in Article 48.8;

“Ordinary Resolution”

has the meaning given in section 282 of the Act;

“Ordinary Shares”

means ordinary voting non-redeemable shares of £0.01 each in the capital of the Company;

“Original Shareholder”

means a person (whether or not they remain a Shareholder) who is a Shareholder on or immediately after the date of the adoption of these Articles, or who subsequently becomes a Shareholder otherwise than as a Permitted Transferee;

“paid”

means paid or credited as paid;

“participate”,

in relation to a Directors' meeting, has the meaning given in Article 12;

“Permitted Transfer”

means a transfer of Shares contemplated or authorised by Article 47;

“Permitted Transferee”

means a person to whom Shares are, or may be, transferred pursuant to a Permitted Transfer;

“Personal Company”

means, in relation to an individual, a body corporate Controlled by that individual;

“Persons Entitled”

has the meaning given in Article 64.1;

“Privileged Relation”

means, in relation to an individual, their spouse or civil partner (as defined in the Civil Partnerships Act 2004) and any of that individual's children, including any step and adopted children, not being a minor;

“Proposed Allotment Shares”

has the meaning given in Article 34.3;

“Proxy Notice”

has the meaning given in Article 73.1;

“Redemption Completion Date”

has the meaning given in Article 29.5(g);

“Redemption Notice”

has the meaning given in Article 29.5(g);

“Redemption Price”

means the sum of (i) the nominal value of each B Ordinary Share, multiplied by (ii) the number of B Ordinary Shares being redeemed pursuant to Articles 29.5(g) and 29.5(h);

“Return of Capital”

means a liquidation, dissolution, winding-up or any other return of capital or assets by the Company to the Shareholders (except the payment of any dividend or redemption of Shares of any class or the purchase by the Company of any of its Shares);

“ROFR Acceptance Notice”

has the meaning given in Article 51.3;

“ROFR Period”

has the meaning given in Article 51.3;

“ROFR Sale Shares”

has the meaning given in Article 51.2;

“Sale”

means the bona fides transfer, whether through a single transaction or a series of transactions, to a person (being neither an Original Shareholder nor a Permitted Transferee nor the Company) or any such persons Acting in Concert with each other, of Shares as a result of which such person acquires Shares (or interests in such Shares) conferring more than 50 per cent of the voting rights in the Company;

“Sale Notice”

has the meaning given in Article 51.2;

“Sale Shares”

has the meaning given in Article 48.2;

“Selling Shareholder”

has the meaning given in Article 48.2;

“Services Agreement”

means the services agreement between the Company and DX, entered into on or around the date of the adoption of these Articles and as may be amended from time to time in accordance with the terms thereof;

“Services Agreement Condition”

means the Services Agreement being in full force and effect;

“Share Option Plan”

means the share option scheme of the Group adopted by the Directors from time to time;

“Shares”

means the Ordinary Shares, A2 Ordinary Shares, B Ordinary Shares or such other shares in the capital of the Company from time to time and **“Share”** means any one of them;

“Shareholder”

means a Holder for the time being of any Shares other than the Company holding Treasury Shares;

“Share Sale Proceeds”

in relation to a Sale, the proceeds of such Sale (whenever received and in whatever form);

“Special Resolution”

has the meaning given in section 283 of the Act;

“subsidiary”

has the meaning given in section 1159 of the Act;

“Tag Notice”

has the meaning given in Article 52.1;

“Tag Offer”

has the meaning given in Article 52.1;

“Transfer Notice”

has the meaning given in Article 48.2;

“Transmittee”

means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law;

“Treasury Shares”

means Shares held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;

“Whole Interest”

in relation to a Share, means the whole legal title to, and equitable interest in, it and any further Shares derived from it, free from all encumbrances, and with all rights attaching to it or them;

“wholly-owned group”

means a body corporate, any of its wholly-owned subsidiaries, any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company and a **“member of a wholly-owned group”** is any one of those bodies corporate; and

“writing” or “written”

means the representation or reproduction of words, symbols or other information in a legible and non-transitory form by any method or combination of methods, whether in electronic form or otherwise.

2.2 In these Articles, unless the context requires otherwise:

- (a) bodies corporate are **“associated”** if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) an **“interest”** in a share includes any interest of any kind whatsoever in a share or a right attaching to it, including where there is a contingent interest or right;
- (c) **“transfer”** of a Share includes:
 - (i) any direction by a Shareholder that a Share be allotted, issued or transferred to a person other than the Shareholder; and
 - (ii) any sale or any other disposition (including the creation, or allowing the creation, of any encumbrance over it) of any interest in it;
- (d) words importing the singular number shall include the plural and vice versa, words denoting any gender shall include a reference to each other gender and words denoting persons shall include bodies corporate or unincorporated;
- (e) subject to paragraph (f) a reference to any enactment or subordinate legislation (as defined by section 21(1) Interpretation Act 1978) shall include any modification or re-enactment of that provision for the time being in force;
- (f) other words or expressions shall bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company; and
- (g) the headings are used for convenience only and shall not affect the interpretation of these Articles.

2.3 These Articles include provisions of a scheme for encouraging or facilitating the holding of Shares by or for the benefit of:

- (a) the bona fide employees or former employees of the Company or any other body corporate which is associated with the Company; or
- (b) the spouses, civil partners, surviving spouses, surviving civil partners, or minor children or step-children of such employees or former employees.

3 LIABILITY OF MEMBERS

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

PART 2 DIRECTORS DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

- 5.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 5.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

- 6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions,
 as they think fit.
- 6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

- 7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

8 COMPANY NAME

The Company's name may be changed by the Directors.

DECISION-MAKING BY DIRECTORS

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

9.1 The general rule about decision-making by Directors is that any decision of the Directors must be either:

- (a) a majority decision at a meeting; or
- (b) a decision taken in accordance with Article 10.

9.2 If and so long as:

- (a) the Company only has one Director; and
- (b) no provision of the Articles, including as to the number of Directors, requires it to have more than one Director,

the general rule about decision-making by Directors does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making (apart from Article 20 regarding recording such decisions) and/or Director quorate requirements and such Director may, alone, exercise all the powers and discretions expressed by these Articles to be vested in the Directors generally.

10 UNANIMOUS DECISIONS

10.1 A decision of the Directors is taken in accordance with this Article 10 when all Eligible Directors indicate to each other by any means that they agree on a matter.

10.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed a copy of it or to which each Eligible Director has otherwise indicated agreement in writing.

10.3 A decision may not be taken in accordance with this Article 10 if the Eligible Directors would not have formed a quorum at a Directors' meeting.

11 CALLING A DIRECTORS' MEETING

11.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.

11.2 Notice of any Directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

11.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

11.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before, on or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12 PARTICIPATION IN DIRECTORS' MEETINGS

12.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other as long as they can all hear and speak to each other.
- 12.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13 QUORUM FOR DIRECTORS' MEETINGS

- 13.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, other than in accordance with Article 13.4.
- 13.2 Subject to Article 13.3, the quorum for Directors' meetings shall be two Eligible Directors, provided that, to the extent there is only one Director in office from time to time, the quorum shall be one Eligible Director.
- 13.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 18.1 to authorise a Director's conflict, if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 13.4 If the total number of Directors for the time being is less than the quorum required or the minimum number of Directors, the Directors must not take any decision other than a decision to:
- (a) approve the registration of transfers of Shares, or the registration of a Transmittee as a Shareholder, in accordance with these Articles; or
 - (b) appoint further Directors sufficient to make up the quorum; or
 - (c) propose a written resolution of Shareholders; or
 - (d) call a general meeting.

14 CHAIRING OF DIRECTORS' MEETINGS

- 14.1 The Directors may appoint a Director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the "**Chair**".
- 14.3 The Directors may terminate the Chair's appointment at any time (without prejudice to any claim which the Chair may have for breach of any service contract between the Chair and the Company).
- 14.4 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

15 VOTING AT DIRECTORS' MEETINGS

- 15.1 Subject to the Articles, a decision is taken at a Directors' meeting by a majority of the votes of the participating Eligible Directors.
- 15.2 Subject to the Articles, each Eligible Director participating in a Directors' meeting has one vote.
- 15.3 A Director, who pursuant to the Act or Article 17 has declared to the other Directors the nature and extent of their interest, or in respect of whom a conflict matter is authorised in accordance with Article 18.1 or otherwise, shall be entitled to vote in respect of that matter or any matter arising from it, and if they shall do so their vote shall be counted and they may be taken into

account in ascertaining whether or not a quorum is present at the meeting of the Directors or of the committee of Directors at which the vote is taken.

16 CHAIR'S CASTING VOTE AT DIRECTORS' MEETINGS

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chair or other Director chairing the meeting has a casting vote.

17 TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

17.1 Provided that a Director has disclosed to the Directors the nature and extent of any material interest that they have, a Director:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company or any of its associated bodies corporate is otherwise interested; and
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any associated body corporate of the Company or any other body corporate in which the Company is interested,

and:

- (i) a Director shall not, by reason of their office, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such office 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;
- (ii) a Director shall not infringe their duty to avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such body corporate;
- (iii) a Director shall not be required to disclose to the Company, or use in performing their duties as a Director of the Company, any confidential information relating to such office, employment, transaction, arrangement or interest if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by the Director in relation to or in connection with that office, employment, transaction, arrangement or interest;
- (iv) a Director shall be entitled from time to time, in discharge of their duties in relation to that office or employment, to disclose to, or to use for the benefit of, any of its holding companies, any information confidential to the Company which they have obtained in the course of performing their duties as a Director of the Company, as they shall at their discretion see fit; and
- (v) a Director may absent themselves from discussions, whether in meetings of the Directors or otherwise and exclude themselves from information, which will or may relate to that office, employment, transaction, arrangement or interest.

17.2 For the purposes of this Article 17:

- (a) a general notice given 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;
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect the Director to have knowledge shall not be treated as an interest of the Director;
- (c) a Director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest; and
- (d) a Director need not disclose an interest if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

18 DIRECTORS' AUTHORISATION OF DIRECTOR'S CONFLICT OF INTEREST

18.1 The Directors may (subject to any terms and conditions as they may think fit, and subject always to their right at any time to vary or terminate such authorisation) authorise, pursuant to section 175 of the Act, any matter which would otherwise result in a Director infringing their duty to avoid a situation in which they has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties).

18.2 If a matter has been authorised by the Directors in accordance with Article 18.1, then, subject in any such case to any limits or conditions attached to such authorisation by the Directors:

- (a) the authorisation shall extend to any other actual or potential conflict of interest or duty which may reasonably be expected to arise out of the matter so authorised;
- (b) the Director shall not be required to disclose to the Company, or to use or apply, in performing their duties as Director, any confidential information relating to such matter, if to do so would result in a breach of a duty or obligation of confidence owed by the Director in relation to that matter;
- (c) the Director may either attend or absent themselves from:
 - (i) meetings of the Directors, or of any committee of the Directors, at which anything relating to that matter will or may be discussed; or
 - (ii) any discussion on such matter, at a meeting or otherwise,
 - (iii) and the Directors may exclude a Director from any such meeting or discussion;
- (d) the Director or the Directors may make arrangements for the Company either to send and make available to the Director, or not to send or make available to the Director, any Documents and information relating to that matter;
- (e) the Director shall be entitled to accept any benefit which they may derive from that matter, and the Director shall not be accountable to the Company for any benefit which they or a person connected with them may derive from any such matter; and
- (f) no transaction or arrangement in relation to such matter shall be liable to be avoided on the ground of the Director's interest, duty or benefit,

and the Director shall not be in breach of any of their general duties to the Company as a Director in relation to such matter, so long as they do not infringe these Articles and any terms and conditions of the authorisation in relation to such matter.

- 18.3 Articles 18.1 and 18.2 are without prejudice to the operation of any other provision or procedure authorising the Director's conflict of interest.

19 QUESTIONS AS TO A DIRECTOR'S RIGHTS TO PARTICIPATE

- 19.1 Subject to Article 19.2, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair of that meeting whose ruling in relation to any Director other than the chair is to be final and conclusive.
- 19.2 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair of that meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

20 RECORDS OF DECISIONS TO BE KEPT

- 20.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision, of every decision made by the Directors.
- 20.2 All decisions of the Directors, whether made at a meeting or otherwise, must be recorded in writing.

21 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT OF DIRECTORS

22 METHODS OF APPOINTING DIRECTORS

- 22.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- (a) by Ordinary Resolution; or
 - (b) by a decision of the Directors,
- provided that any such appointment shall not cause the number of Directors (excluding Alternate Directors who are not also Directors) to exceed any maximum fixed by or otherwise determined in accordance with these Articles.
- 22.2 In any case where, as a result of death or Bankruptcy, the Company has no Shareholders and no Directors, the Transmittee of the last Shareholder to have died or to have a Bankruptcy order made against them (as the case may be) has the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a Director.
- 22.3 For the purposes of Article 22.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

23 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (b) a Bankruptcy order is made against that person;

- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

24 DIRECTORS' REMUNERATION

- 24.1 Directors may provide any services to the Company that the Directors decide.
- 24.2 Directors are entitled to such remuneration as determined by the Directors:
- (a) for their services to the Company as Directors; and/or
 - (b) for any other service which they provide to the Company.
- 24.3 Subject to the Articles, a Director's remuneration may:
- (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 24.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the Directors (including Alternate Directors) properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors; or
- (b) general meetings; or
- (c) separate meetings of the Holders of any class of Shares or of debentures of the Company; or
- (d) otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

26 APPOINTMENT AND REMOVAL OF ALTERNATES

- 26.1 Any Director (other than an Alternate Director) (the "**Appointor**") may appoint as their alternate ("**Alternate**" or "**Alternate Director**") any other Director or any other person, willing to act, to:
- (a) exercise that Director's powers; and
 - (b) carry out that Director's responsibilities,
- in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.
- 26.2 Any appointment of an Alternate must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner approved by the Directors.
- 26.3 The notice of appointment must:

- (a) identify the proposed Alternate;
- (b) contain a statement signed by the proposed Alternate that they are willing to act as the Alternate of the Director giving the notice; and
- (c) specify when the appointment commences.

27 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 27.1 An Alternate Director has the same rights in relation to any decision of the Directors as their Appointor.
- 27.2 Except as the Articles specify otherwise, Alternate Directors:
- (a) are deemed for all purposes to be Directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their Appointors; and
 - (d) are not deemed to be agents of or for their Appointors.
- 27.3 An Alternate Director:
- (a) may act as Alternate Director to more than one Director;
 - (b) has the same rights as their Appointor to receive notice of and attend and vote at a meeting of the Directors or of a committee of the Directors;
 - (c) has one vote for every Eligible Director for whom they act as Alternate Director in addition to their own vote (if any) as an Eligible Director at such a meeting but they count as only one for the purpose of determining whether a quorum is present; and
 - (d) may participate in a unanimous decision of the Directors for each of their Appointors who is an Eligible Director in addition to their own participation (if any) as an Eligible Director.
- 27.4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

28 TERMINATION OF ALTERNATE DIRECTORSHIP

- 28.1 An Alternate Director's appointment as an Alternate terminates:
- (a) when the Alternate's Appointor revokes the appointment in accordance with Article 28.2;
 - (b) on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
 - (c) on the death of the Alternate's Appointor; or
 - (d) when the Alternate's Appointor's appointment as a Director terminates.
- 28.2 The revocation of the Alternate's appointment by their Appointor must be effected by notice in writing to the Company, signed by the Appointor, or authenticated in any other manner approved by the Directors.
- 28.3 The notice of revocation must:
- (a) identify the Alternate; and
 - (b) specify when the appointment terminates.

PART 3 SHARES AND DISTRIBUTIONS SHARES

29 SHARE CAPITAL

- 29.1 The share capital of the Company at the date of the adoption of these Articles is divided into Ordinary Shares of £0.01 each, A2 Ordinary Shares of £0.01 each and B Ordinary Shares of £0.01 each. The Ordinary Shares, A2 Ordinary Shares and B Ordinary Shares are separate classes of Shares. To the extent that there is any sub-division or consolidation of the Shares, the rights allocable to percentage shareholdings, or to the numbers of Shares held, in each case as referred to herein, shall be adjusted mutatis mutandis.
- 29.2 Where and for so long as a Shareholder agrees not to exercise, or waives, or is prohibited from exercising, the voting rights in relation to any Ordinary Shares held by them, the Shareholder is not entitled, and has no right, to vote at meetings of Shareholders or on a written resolution in respect of those Ordinary Shares and those Ordinary Shares are treated as not carrying voting rights.
- 29.3 The Company has no right to attend or vote at meetings of Shareholders and it is not entitled to vote on a written resolution, in respect of any Treasury Shares.
- 29.4 The Company may, in accordance with section 692(1ZA) of the Act, purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Act, up to an aggregate purchase price in a financial year of the lower of:
- (a) £15,000.00; or
 - (b) the nominal value of 5% of the Company's fully paid share capital as at the beginning of the financial year of the Company.
- 29.5 The Shares shall rank *pari passu* in all respects, save with respect to the rights and the restrictions set out below:

Voting

- (a) The Holders of Ordinary Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company.
- (b) The Holders of A2 Ordinary Shares and B Ordinary Shares shall not have the right to receive notice of or to attend or vote or speak at any general meeting of the Company and shall not be entitled to vote on any written resolution of the Company.

Income

- (c) Each dividend or other income distribution distributed by the Company shall be distributed amongst the Holders for the time being of the Ordinary Shares and the A2 Ordinary Shares on a pro rata basis according to the number of Ordinary Shares and A2 Ordinary Shares held by them.
- (d) The Holders of B Ordinary Shares shall not be entitled to receive any dividends or other income distributions.

Return of Capital

- (e) Upon the occurrence of a Return of Capital event, the Assets on Return of Capital shall be applied (to the extent the Company is lawfully able to do so) in the following manner and in the following order of priority:

- (i) firstly, to the Holders of Ordinary Shares and A2 Ordinary Shares in payment of any dividend or other income distribution declared but otherwise unpaid by the Company in respect of the Ordinary Shares and A2 Ordinary Shares; and
- (ii) secondly, any remaining Assets on Return of Capital:
 - (1) if such remaining Assets on Return of Capital are of a value in excess of £30 million to the Holders of Ordinary Shares, A2 Ordinary Shares and B Ordinary Shares according to the number of Ordinary Shares, A2 Ordinary Shares and B Ordinary Shares held by them, respectively, save that the Holders of B Ordinary Shares shall only be entitled to any such proceeds:
 - (A) on the basis of the excess only which for the avoidance of doubt and for the Holders of the B Ordinary Shares only shall be calculated as follows:

$$N = (RA - 30,000,000) \times P$$

where

RA = the value of the remaining Assets on Return of Capital for the purpose of Article 29.5(e)(ii)(1);

P = the percentage (expressed as a decimal) of the Shares held by the relevant Holder of the B Ordinary Shares, provided that, if the condition under Article 29.5(e)(ii)(1)(B) is not satisfied, P shall instead equal the percentage of the Shares, less the number of B Ordinary Shares held by DX, held by the relevant Holder of the B Ordinary Shares,

and

 - (B) in respect of DX only, if the Services Agreement Condition is satisfied immediately prior to the time of such Return of Capital event, provided that this Article 29.5(e)(ii)(1)(B) shall not be applicable to the extent the Company has allotted any Shares to a Competitor prior to the occurrence of such Return of Capital event,
 - (2) in all other circumstances such remaining Assets on Return of Capital to the Holders of Ordinary Shares and the A2 Ordinary Shares on a pari passu basis according to the number of Ordinary Shares and A2 Ordinary Shares held by them, respectively.

Sale

- (f) In the event of a Sale, the Share Sale Proceeds shall be distributed in the order of priority set out in Article 29.5(e) as if references to (x) “**Return of Capital**” were replaced by references to “**Sale**”, and (y) “**Assets on Return of Capital**” were replaced by references to “**Share Sale Proceeds**”. For the avoidance of doubt, the Holders of B Ordinary Shares shall only be entitled to any such proceeds under this Article 29.5(f) on the same bases as set out in Article 29.5(e)(ii), such provisions applying mutatis mutandis to this Article 29.5(f). The distribution of the Share Sale Proceeds shall be made to the relevant Shareholders in accordance with this Article 29.5(f) and no

account shall be taken at the time of making such distributions of any deferred, contingent or other consideration (of whatever form) which may be received at a later date. On the subsequent receipt and distribution of the deferred, contingent or other consideration, all previous distributions under this Article 29.5(f) shall be taken into account.

Redemption

- (g) Subject to the Act, if the Services Agreement Condition is incapable of being satisfied, the Company may at any time, with the approval of the directors in their sole discretion, by notice in writing to DX (a “**Redemption Notice**”), redeem all (but not less than all) of the B Ordinary Shares held by DX and, if a Redemption Notice is served, all the B Ordinary Shares held by DX will immediately become due for redemption on the fifth Business Day following the date of such notice (“**Redemption Completion Date**”).
- (h) On the Redemption Completion Date the Company shall redeem the B Ordinary Shares held by DX and shall pay to DX the amount of the Redemption Price for such B Ordinary Shares so redeemed.

Conversion

- (i) The A2 Ordinary Shares shall convert automatically pursuant to Article 53 and are not otherwise convertible.
- (j) The Ordinary Shares and the B Ordinary Shares are not convertible.

30 ALL SHARES TO BE FULLY PAID UP

- 30.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 30.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company’s memorandum.

31 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 31.1 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
- 31.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares. This Article 31.2 does not apply with respect to the B Ordinary Shares.

32 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder’s absolute ownership of it and all the rights attaching to it.

33 ALLOTMENT AND ISSUE OF SHARES

- 33.1 Subject to the Articles, all unissued Shares and all Treasury Shares shall be at the disposal of the Directors who may allot, grant options over, sell, transfer or otherwise dispose of them to such persons on such terms and at such times as they think fit.
- 33.2 The Directors are generally and unconditionally authorised to allot (i) Ordinary Shares (or grant rights to subscribe for or to convert any security into Shares) up to an aggregate nominal

amount of £100.00, (ii) A2 Ordinary Shares (or grant rights to subscribe for or to convert any security into Shares) up to an aggregate nominal amount of £111.11, and (iii) B Ordinary Shares (or grant rights to subscribe for or to convert any security into Shares) up to an aggregate nominal amount of £277.78, in each case for a period expiring on the date that is five years after the date the resolution is passed adopting these Articles, (unless previously renewed, revoked or varied). The Company may, before the expiry of the authorisation, make an offer or agreement which would or might require Shares to be allotted (or any such rights to be granted) after such expiry and the Directors may allot Shares (or grant any such rights) in pursuance of such offer or agreement as if this authority had not expired. This authority is in substitution for all subsisting authorities to the extent unused.

34 PRE-EMPTION RIGHTS ON THE ISSUE OF SHARES

- 34.1 In accordance with section 567(1) of the Act, the requirements of sections 561 and 562 of the Act are excluded generally in relation to the allotment by the Company of equity securities (as defined in section 560 of the Act) including the sale of Shares that immediately before the sale were Treasury Shares.
- 34.2 The provisions set out in Article 34.3 shall not apply:
- (a) to any issuance of equity securities to employees, workers, contractors, or service providers to or of the Company provided that any issuances made pursuant to this Article 34.2(a) taken together shall not exceed an amount equal to 10% of the total equity securities in issue at the relevant time; and
 - (b) to allotments of A2 Ordinary Shares made pursuant to Article 35.
- 34.3 Subject to Article 34.2 above, unless Shareholders representing not less than 75 per cent of the total voting rights in respect of the Shares (excluding Treasury Shares) have otherwise agreed in writing, all Shares which the Directors propose to allot (the “**Proposed Allotment Shares**”) shall be offered on identical terms to all the Holders of Ordinary Shares and A2 Ordinary Shares in proportion as nearly as may be to the number of Ordinary Shares and A2 Ordinary Shares held by them respectively, provided that, in respect of a proposed allotment to the Holders of A2 Ordinary Shares under this Article 34.3, and to the extent such Proposed Allotment Shares are Ordinary Shares, the additional terms set out in Article 34.7 shall apply.
- 34.4 Any such offer under Article 34.3 shall be made by notice in writing specifying the number and class of Shares offered, the price, and the period (being not less than 20 Business Days) within which the offer must be accepted in writing. Any such offer which is not so accepted shall be deemed to be declined.
- 34.5 Any Shares not accepted pursuant to Article 34.4, or not capable of being offered except by fractions, may be disposed of by the Directors in such manner as they think fit, as long as they are disposed of on terms that are not more favourable to their subscribers or purchasers than the terms on which they were originally offered.
- 34.6 The Company shall only be permitted to sell or transfer any Treasury Shares to any person with the prior written agreement of Shareholders representing not less than 75 per cent of the total voting rights in respect of the Shares (excluding Treasury Shares).
- 34.7 Notwithstanding anything to the contrary herein, if any Holder of A2 Ordinary Shares wishes to exercise its right to subscribe for its respective proportion of the Proposed Allotment Shares under Article 34.3, and to the extent such Proposed Allotment Shares are Ordinary Shares, the following provisions shall apply:
- (a) the rights of a Holder of A2 Ordinary Shares to subscribe for Proposed Allotment Shares shall, in respect of their holding of A2 Ordinary Shares, be satisfied in respect of being allotted and issued an amount of A2 Ordinary Shares equal to N, prior to the

relevant allotment date on substantially the same terms and at a price per Share equivalent to the price per Proposed Allotment Share specified in the written notice for the Proposed Allotment Shares set out in Article 34.4; and

- (b) at the relevant allotment date and following the receipt of the respective subscription funds from the Holder of the A2 Ordinary Shares for the issuance of A2 Ordinary Shares under Article 34.7(a) above, the Company shall issue such number of A2 Ordinary Shares to such Holder of A2 Ordinary Shares.

34.8 For the purposes of Article 34.7(a), N shall be calculated as follows:

$$N = (SH / TS) \times AS \times DS$$

where:

- (a) TS = the total number of Ordinary Shares and A2 Ordinary Shares in issue immediately prior to the issuance of the Proposed Allotment Shares;
- (b) SH = the total number of A2 Ordinary Shares held by the relevant Holder of A2 Ordinary Shares immediately prior to the issuance of the Proposed Allotment Shares;
- (c) AS = the total number of Proposed Allotment Shares that are Ordinary Shares proposed to be issued; and
- (d) DS = 1, unless the Holder of A2 Ordinary Shares is also the Holder of Ordinary Shares, in which event DS shall be the product (to two decimal places) of (x) the number of A2 Ordinary Shares held by such Shareholder, and (y) the total number of A2 Ordinary Shares and Ordinary Shares held by such Shareholder.

35 DOWN ROUND ISSUANCE

- 35.1 Subject to Article 35.4 below, if the Company completes a Down Round, the Company shall procure the allotment of such number of A2 Ordinary Shares to DX to ensure that DX shall hold an aggregate amount of Non-Growth Shares reflecting a percentage of Non-Growth Shares in issue that is equal to P within 10 Business Days following the completion of the Down Round.
- 35.2 For the purposes of Article 35.1, P shall be a percentage equal to the percentage of Non-Growth Shares held by DX immediately prior to the occurrence of the Down Round, provided that P shall not exceed 10% in any event.
- 35.3 The consideration payable by DX for each A2 Ordinary Share allotted to DX pursuant to Article 35.1 shall be its nominal value.
- 35.4 Article 35.1 shall irrevocably lapse and be of no further force or effect upon the date that is five years following the date of the adoption of these Articles or such later date to the extent that the Services Agreement Condition continues to be met.

36 SHARE CERTIFICATES

- 36.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.
- 36.2 Every certificate must specify:
 - (a) in respect of how many Shares, of what class, it is issued;
 - (b) the nominal value of those Shares; and
 - (c) any distinguishing numbers assigned to them.
- 36.3 No certificate may be issued in respect of Shares of more than one class.
- 36.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

36.5 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Acts.

37 REPLACEMENT SHARE CERTIFICATES

37.1 If a certificate issued in respect of a Shareholder's Shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

37.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of reasonable expenses as the Directors decide.

COMPANY'S LIEN

38 COMPANY'S LIEN OVER SHARES

38.1 The Company has a lien (the "**Company's Lien**") over every Share for all monies presently payable by a Shareholder or their estate to the Company either alone or jointly with any other person. This lien shall attach to all Shares registered in the name of any person indebted or under liability to the Company whether the Shareholder is the sole registered Holder of those Shares or one of two or more joint Holders.

38.2 The Company's Lien over a Share:

- (a) takes priority over any third party's interest in that Share; and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

38.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

39 ENFORCEMENT OF THE COMPANY'S LIEN

39.1 Subject to the provisions of this Article 39 if:

- (a) a lien enforcement notice has been given in respect of a Share; and
- (b) the person to whom the notice was given has failed to comply with it,

the Company may sell that Share in such manner and to such person as the Directors decide.

39.2 A lien enforcement notice:

- (a) may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 clear days of the notice;
- (d) must be addressed either to the Holder of the Share or to any Transmittée of the Share or to any other person otherwise entitled to it; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

39.3 Where any Share is sold under this Article 39:

- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
- (b) the transferee of the Share shall be registered as the Holder of the Share notwithstanding that they may not be able to produce the Share certificate, they are not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading or relating to the sale.

39.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
- (b) second, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or a share certificate indemnity in a form acceptable to the Directors has been given to the Company for any lost certificate, and subject to a lien (equivalent to the Company's Lien over the Share before the sale) for any other monies payable by them or their estate to the Company after the date of the lien enforcement notice.

39.5 A statutory declaration by a Director or the Company secretary (if any) that the declarant is a Director or the Company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

RESTRICTIONS ON SHAREHOLDERS' RIGHTS

40 NO VOTING OF SHARES WHERE MONEY OWED TO COMPANY

For so long as the Company's Lien subsists over a Share, the Directors may decide that no voting rights, or any other rights in relation to general meetings or Shareholders' resolutions attached to that Share, may be exercised, unless and until all amounts payable to the Company in respect of that lien have been paid.

ALTERATION OF SHARE CAPITAL

41 SUB-DIVISION OR CONSOLIDATION OF SHARES

41.1 An Ordinary Resolution authorising a sub-division, consolidation or division of Shares may determine that, as between the resulting Shares, any of them may have any preference, deference or advantage or be subject to any restriction as compared with the others.

41.2 Whenever as a result of a sub-division, consolidation or division of Shares any difficulty arises, the Directors may settle it as they think fit, including as to fractions of a Share.

APPLICATION OF ARTICLES TO CLASS MEETINGS

42 CLASS MEETINGS

The provisions of the Act and these Articles relating to general meetings, and of the Act relating to separate general meetings of the Holders of a class of Shares, of the Company apply, with necessary modifications, to meetings of the Holders of any class of Shares.

VARIATION OF RIGHTS

43 VARIATION OF RIGHTS

Whenever the capital of the Company is divided into different classes of Shares, the rights attached to any class of Shares may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) in accordance with the Act, and in particular section 630 of the Act.

44 RIGHTS DEEMED VARIED AND NOT VARIED

Unless otherwise expressly provided by the rights attached to any class of Shares, those rights:

- (a) shall be deemed to be varied by:
 - (i) the reduction of the capital paid up (as to nominal value) on those Shares; and
 - (ii) the allotment or issue of further Shares ranking in priority for payment of a dividend or in respect of capital or which otherwise carry more favourable rights than the first-mentioned Shares; and
- (b) shall be deemed not to be varied by:
 - (i) the purchase or acquisition by the Company of any of its own Shares; and
 - (ii) the allotment or issue of further Shares having the same rights as, or ranking *pari passu* with, or subordinate to, or carrying less favourable rights than the first-mentioned Shares.

TRANSFER OF SHARES

45 SHARE TRANSFERS

- 45.1 Except as otherwise provided for in these Articles, Shares may be transferred by means of an instrument of transfer, in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 45.2 No fee may be charged for registering any instrument of transfer or other Document relating to or affecting the title to any Share.
- 45.3 The Company may retain any instrument of transfer which is registered.
- 45.4 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 45.5 Notwithstanding any other provisions of these Articles, no transfer of any Share shall be registered if it is to a minor.
- 45.6 The Directors must refuse to register the transfer of a Share which is not permitted by these Articles. The Directors may also refuse to register the transfer of a Share on which the Company has a lien and/or unless the certificate for the Share (or an indemnity for lost certificate in a form acceptable to the Directors) and other evidence satisfactory to the Directors of the right to make the transfer is produced to them and/or unless the transfer is duly stamped

or certified (if appropriate). Subject to this or as required by law, the Directors must register the transfer of a Share made in accordance with these Articles.

- 45.7 Notwithstanding any other provisions of these Articles, other than transfers made pursuant to Article 49 (Compulsory transfers), Article 50 (Drag along), and Article 52 (Tag along) B Ordinary Shares shall not be transferable.
- 45.8 If the Directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal, unless the Directors suspect that the proposed transfer may be fraudulent.

46 RESTRICTIONS ON TRANSFERS OF SHARES

- 46.1 No person shall be entitled to transfer any Share unless the transfer is made pursuant to:

- (a) Article 47 (Permitted Transfers);
- (b) Article 48 (Transfers subject to pre-emption);
- (c) Article 49 (Compulsory transfers);
- (d) Article 50 (Drag along);
- (e) Article 51 (Right of first refusal);
- (f) Article 52 (Tag along); and
- (g) Article 39 (Enforcement of the Company's Lien); or
- (h) with the prior written agreement of Shareholders representing not less than 75 per cent of the total voting rights in respect of the Shares (excluding Treasury Shares),

provided that those restrictions on transfer provisions listed in this Article 46.1 do not apply to the sale or transfer by the Company of Treasury Shares.

Information request

- 46.2 To enable the Directors to determine that these Articles have been complied with, including that there has been a Permitted Transfer, the Directors may require:

- (a) any Shareholder;
- (b) the legal personal representatives of any deceased Shareholder;
- (c) any person entitled to any Shares in consequence of the Bankruptcy or insolvency of a Shareholder;
- (d) any person named as transferee in any transfer lodged for registration; or
- (e) any other person whom the Directors reasonably believe to have relevant information, to provide the Company with any information that they may require for this purpose.

- 46.3 If the information requested under Article 46.2 is not provided in writing, within such period as the Directors may reasonably allow, to enable the Directors to determine to their reasonable satisfaction that no breach of these Articles has occurred, or if as a result of the information provided the Directors are reasonably satisfied that a breach has occurred, the Directors may immediately notify the Holder of the Shares in question in writing of that fact and a Transfer Notice is deemed to have been given in respect of the Shares at a time determined by the Directors, which time shall be on or after the date of the Directors' determination.

47 PERMITTED TRANSFERS

Transfers approved by the Directors

- 47.1 A Shareholder may transfer the Whole Interest in any Share to any third party with the prior written approval of the Directors.

Transfers by individuals and Family Trusts

- 47.2 A Shareholder who is an individual may transfer the Whole Interest in any Share held by them to:

- (a) any of the Shareholder's Privileged Relations;
- (b) the trustees of any Family Trust in relation to the Shareholder; or
- (c) any Personal Company of the Shareholder,

except that, if the Share has already been transferred pursuant to Article 47.2(a) or (b), or if the Share is derived from such a Share, the Shareholder may only make the transfer back to the Original Shareholder or to a Privileged Relation of, or the trustees of a Family Trust in relation to, or a Personal Company of, that Original Shareholder.

- 47.3 If an individual who is a Permitted Transferee dies or becomes Bankrupt, their Transmitttee may (as long as the Original Shareholder is still living and not Bankrupt) transfer the Whole Interest in their Shares to any person to whom that individual, if not dead or Bankrupt, would have been permitted to transfer them under Article 47.2, provided that a valid transfer of the Shares, together with the relevant share certificate (or an indemnity for lost certificate in a form acceptable to the Directors) and such other evidence of entitlement as the Directors may properly require are delivered to the Company within 10 Business Days after the date of the grant of probate, letters of administration or the making of the Bankruptcy order.

- 47.4 Where Shares are held by trustees of a Family Trust in relation to a particular individual Original Shareholder in accordance with this Article 47, the trustees may transfer the whole of their interest in and rights in respect of all or any of such Shares:

- (a) to the new or remaining trustees for the time being of the Family Trust concerned on any change of its trustees;
- (b) to the trustees for the time being of any other Family Trust in relation to the same individual Original Shareholder; or
- (c) to the particular individual Original Shareholder, or to any of the Original Shareholder's Privileged Relations or to a Personal Company of the Original Shareholder.

Transfers by corporate Shareholders

- 47.5 A Shareholder, which is a body corporate and a member of a wholly-owned group, may transfer the Whole Interest in any Shares held by it to another body corporate in that wholly-owned group.

- 47.6 A Personal Company in relation to an individual Original Shareholder may transfer the Whole Interest in any Shares either back to that Original Shareholder or to another Permitted Transferee of that Original Shareholder.

Change of relationship with Original Shareholder

- 47.7 If any person to whom Shares are transferred pursuant to any of Articles 47.2 to 47.6, ceases to be within the required relationship to the Original Shareholder, as permitted by those Articles, that Shareholder or their Transmitttee must immediately notify the Directors in writing of that event and transfer the Whole Interest in the Shares and any other Shares derived from those Shares back to the Original Shareholder, or to another Permitted Transferee of the Original Shareholder.

- 47.8 If a transfer under Article 47.7 is not presented to the Company for registration within 10 Business Days of the event, that Shareholder or their Transmitttee is deemed to have given a

Transfer Notice at a time determined by the Directors, which time shall be on or after the date of the Directors' determination.

- 47.9 This Article 47 (Permitted Transfers) is subject to Article 49 (Compulsory transfers).

48 TRANSFERS SUBJECT TO PRE-EMPTION

- 48.1 Save where the provisions of Articles 39 (Enforcement of the Company's lien), 46.1(h) (prior written agreement), 47 (Permitted Transfers), 49 (Compulsory transfers), 50 (Drag along), 51 (Right of first refusal), and 52 (Tag along) apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 48.

Service of Transfer Notice

- 48.2 Any person wishing to transfer any of their Shares (a **"Selling Shareholder"**) must first give a notice in writing (a **"Transfer Notice"**) to the Company, specifying:
- (a) the number and class of Shares that the Selling Shareholder wishes to transfer (the **"Sale Shares"**);
 - (b) the price in cash for which the Selling Shareholder wishes to transfer each of the Sale Shares;
 - (c) the name of the third party (if any) to whom the Selling Shareholder proposes to transfer the Sale Shares; and
 - (d) whether the notice is conditional upon all, or a specified number of, the Sale Shares being sold to other Shareholders or the Company (the **"Minimum Transfer Condition"**).

- 48.3 Each Transfer Notice must be in respect of one class of Shares only.

- 48.4 A Transfer Notice appoints the Company as the agent and attorney of the Selling Shareholder for the sale of the Whole Interest in the Sale Shares, subject if applicable to the Minimum Transfer Condition.

Offer of Shares to Company

- 48.5 As soon as practicable after expiry of any right of the Selling Shareholder to revoke their Transfer Notice under Article 48.16, the Directors shall first decide whether the Company wishes to purchase all or some of the Sale Shares (subject to the Act). If the Directors do so decide, subject always to the Act, the Company may purchase all or some of the Sale Shares at the price set out in the relevant Transfer Notice as soon as practicable thereafter, subject to the Minimum Transfer Condition being satisfied or waived.

Completion of sale to Company

- 48.6 If the Company is willing to purchase all or some of the Sale Shares and has satisfied the legal requirements to enable it to do so, the Directors shall give notice in writing to the Selling Shareholder of the place and time at which the sale of those Sale Shares to the Company is to be completed. The Selling Shareholder shall then be bound, upon the payment of the price set out in the Transfer Notice, to deliver the relevant share certificates (or an indemnity for lost certificate in a form acceptable to the Directors) and transfer the Whole Interest in such Sale Shares to the Company at that place and time.

Offer of Shares to Shareholders

- 48.7 As soon as it is apparent that the Company does not wish to, or is unable to, purchase all or some of the Sale Shares, the Company shall give notice in writing to the Holders of Ordinary Shares and A2 Ordinary Shares (other than the Selling Shareholder) offering the Sale Shares, or remaining Sale Shares, for sale at the price set out in the relevant Transfer Notice.

48.8 Except as otherwise provided in Article 48.13 below, the offer to each Holder of Ordinary Shares and A2 Ordinary Shares made pursuant to Article 48.7 shall:

- (a) state the total number and class of Sale Shares offered and the price in cash for which the Selling Shareholder wishes to transfer each of the Sale Shares;
- (b) invite the Shareholder to apply in writing within 10 Business Days of the date of the offer ("**Offer Period**") and specify the maximum number of the Sale Shares they are willing to purchase; and
- (c) state the Minimum Transfer Condition, if any.

Allocation to Shareholders

48.9 Subject to Article 48.10 below, at the end of the Offer Period the Directors shall in respect of each class of Sale Shares offered to the Holders of Ordinary Shares and A2 Ordinary Shares allocate the Sale Shares, or remaining Sale Shares, among the Holders of Ordinary Shares and A2 Ordinary Shares in accordance with the applications received, save that:

- (a) if there are applications for more than the number of Sale Shares offered to the Holders of Ordinary Shares and A2 Ordinary Shares:
 - (i) they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Holder of Ordinary Shares or Holder of A2 Ordinary Shares more Sale Shares than the maximum number of applied for by such Shareholder) to the number of Ordinary Shares and A2 Ordinary Shares then held by them respectively;
 - (ii) if it is not possible to allocate any of the Sale Shares without involving fractions, or if there remain unallocated Sale Shares, they shall be allocated amongst the applicants with unsatisfied applications, in such manner as the Directors shall think fit (but in respect of each such applicant, not exceeding the maximum number specified in their application); and
- (b) if there is a Minimum Transfer Condition, no allocation of Sale Shares shall be made unless the Minimum Transfer Condition has been satisfied or waived.

48.10 Notwithstanding anything to the contrary herein, to the extent the Sale Shares are Ordinary Shares, any allocations of Sale Shares to Holders of A2 Ordinary Shares contemplated by Article 48.9 shall be made in accordance with Article 48.13 below.

Completion of sale to Shareholders

48.11 The Directors shall, within 10 Business Days after the expiry date of the Offer Period, give notice to all the purchasing Shareholders and the Selling Shareholder of their allocation of Sale Shares in accordance with Article 48.9 (an "**Allocation Notice**"). The Allocation Notice shall be in writing and shall specify the name and address of each purchasing Shareholder, the number of Sale Shares to be purchased by each of them and the place and time (being not earlier than five Business Days and not later than 10 Business Days after the date of the Allocation Notice) at which the sale of those Sale Shares to purchasing Shareholders is to be completed (the "**Completion Date**").

48.12 The Selling Shareholder shall be bound, upon the payment for the Sale Shares at the price set out in the relevant Transfer Notice, to deliver the relevant Share certificates (or an indemnity for lost certificate in a form acceptable to the Directors) and transfer the Whole Interest in the Sale Shares as specified in the Allocation Notice on the Completion Date.

48.13 Notwithstanding anything to the contrary herein, if any Holder of A2 Ordinary Shares wishes to exercise its right to purchase Sale Shares under Article 48.9, and to the extent such Sale Shares are Ordinary Shares, the following provisions will apply:

- (a) the contents of the offer to each Holder of A2 Ordinary Shares delivered pursuant to Article 48.7 shall state that the rights of such Holder of A2 Ordinary Shares to purchase Sale Shares shall, in respect of their holding of A2 Ordinary Shares, be satisfied in respect of being allotted and issued an amount of A2 Ordinary Shares in accordance with this Article 48.13;
- (b) the rights of such Holder of A2 Ordinary Shares to purchase Sale Shares shall, in respect of their holding of A2 Ordinary Shares, be satisfied by being allotted and issued an amount of A2 Ordinary Shares equal to N, prior to the Completion Date on substantially the same terms and at a price per Share equivalent to the price per Sale Share specified in the written notice for the Sale Shares set out in Article 48.7; and
- (c) at the Completion Date and following the receipt of the respective subscription funds from the Holder of the A2 Ordinary Shares for the issuance of A2 Ordinary Shares under Article 48.13(b) above, the Company shall purchase the number of Sale Shares equal to the amount of A2 Ordinary Shares allocated to the Holder of the Non Voting Shares under Article 48.9 from the transferring Shareholder, and such number of A2 Ordinary Shares shall be allotted and issued by the Company to such Holder of Non Voting Shares.

48.14 For the purposes of Article 48.13(b), N shall be calculated as follows:

$$N = (SH / TS) \times SS \times DS$$

where:

- (a) TS = the total number of Ordinary Shares and A2 Ordinary Shares in issue immediately prior to the relevant sale;
- (b) SH = the total number of A2 Ordinary Shares held by the relevant Holder of A2 Ordinary Shares immediately prior to the relevant sale;
- (c) SS = the total number of Sale Shares that are Ordinary Shares; and
- (d) DS = 1, unless the Holder of A2 Ordinary Shares is also the Holder of Ordinary Shares, in which event DS shall be the product (to two decimal places) of (x) the number of A2 Ordinary Shares held by such Shareholder, and (y) the total number of A2 Ordinary Shares and Ordinary Shares held by such Shareholder.

Selling Shareholder's right to sell Sale Shares to third party

48.15 In the event that any Sale Shares are not, through no default of the Selling Shareholder, sold in accordance with the preceding provisions of this Article 48, the Selling Shareholder may, within 40 Business Days after receiving written notice from the Company of that event, transfer the Whole Interest in any such unsold Sale Shares, at a price at least equal to the price set out in the relevant Transfer Notice, to any person, whose identity the Directors have approved (such approval not to be unreasonably withheld or delayed). It will be reasonable for the Directors to withhold such approval if they are reasonably of the opinion that:

- (a) the proposed transferee is a person (or a nominee for a person) who is a competitor with (or associated with or interested in a competitor with) the business of the Company or another Group Company; or
- (b) such a transfer of the Sale Shares would be detrimental to the business of the Company or another Group Company; or
- (c) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the proposed transferee; or

- (d) the Selling Shareholder has failed or refused to provide promptly information available to the Selling Shareholder and reasonably requested by the Directors to enable them to form this opinion.

Revocation of Transfer Notice

- 48.16 A Selling Shareholder may revoke their Transfer Notice at any time with the unanimous written consent of the Directors who may impose such conditions on any such consent as they see fit, including a condition that the Selling Shareholder bear all the related costs.
- 48.17 Upon revocation by the Selling Shareholder of a Transfer Notice the Company shall return to the Selling Shareholder the original Transfer Notice in respect of the Sale Shares.
- 48.18 If the Selling Shareholder within 12 months of revoking a Transfer Notice pursuant to Article 48.16 serves a further Transfer Notice, the right of revocation contained in those Articles shall not apply in respect of such further Transfer Notice.

Failure by Selling Shareholder to transfer Sale Shares

- 48.19 If the Selling Shareholder fails to transfer (or complete the transfer of) any of the Sale Shares in accordance with Article 48.6 or 48.12:
 - (a) one of the Directors, nominated by a resolution of the Directors for the purpose, shall be deemed to be duly appointed as the agent of the Selling Shareholder, with full power to execute, complete and deliver, in the name and on behalf of the Selling Shareholder, the agreement or transfer necessary to transfer the relevant Shares to the purchasing Shareholder and/or the Company (as the case may be);
 - (b) the appointment referred to in Article 48.19(a) is irrevocable and is given to secure the performance of the obligations of the Selling Shareholder under these Articles;
 - (c) the Directors may receive and give a good discharge for the purchase money on behalf of the Selling Shareholder and (subject to the transfer or Companies House return being duly stamped, or as appropriate certified, if necessary) enter the name of the purchasing Shareholder in the register of members as the Holder by transfer of the Shares so purchased by them and/or register the Shares as Treasury Shares or cancel those Shares, or treat them as cancelled, in accordance with sections 729 or 706 of the Act (as the case may be) notwithstanding (if such is the case) that the Selling Shareholder has failed to deliver up the certificate for the relevant Sale Shares (or an indemnity for lost certificate);
 - (d) the purchasing Shareholder or the Company shall then become indefeasibly entitled to the Whole Interest in those Shares on such a purchase and if, on a purchase by the Company, those Shares are cancelled or treated as cancelled, they shall not be available for reissue;
 - (e) the Directors shall then pay the purchase money into a separate bank account in the name of the Company on trust (but without interest), or otherwise hold the purchase money on trust, for the Selling Shareholder until such Selling Shareholder has sent their certificate for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Directors) to the Company at which point they shall be paid the purchase money without interest and less any sums owed to the Company by them; and
 - (f) the transfer shall constitute a good title to the relevant Shares and the purchasing Shareholder's and/or the Company's title to the relevant Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their transfer under this Article 48.19.

49 COMPULSORY TRANSFERS

Disenfranchisement of Shares

49.1 As from the date on which a Transfer Notice is deemed to have been given and until completion of the transfer of the relevant Shares, the Holder of the Shares in respect of which the Transfer Notice is deemed given, or any further Shares derived from any of those Shares, shall not be entitled to:

- (a) receive notice of, attend or speak at, any general meeting of the Company or of a separate meeting of any class of those Shares; or
- (b) exercise any voting or other rights attaching to such Shares.

Death or Bankruptcy of individual Original Shareholder

49.2 If an Original Shareholder, being an individual, dies or becomes Bankrupt, the Transmittor or Permitted Transferee that is the current Holder of the Shares originally held by the Original Shareholder and any other Shares derived from any of those Shares is deemed to have given a Transfer Notice in respect of all those Shares at a time determined by the Directors which time shall be on or after the date of the Directors' determination.

Death or Bankruptcy of an individual Permitted Transferee

49.3 Where an individual Permitted Transferee dies or becomes Bankrupt (and the Original Shareholder is still living and not Bankrupt) and their Transmittor has not within 12 months following the death or Bankruptcy effected a Permitted Transfer pursuant to and in accordance with Article 47.3, the Transmittor is deemed to have given a Transfer Notice at the end of that 12 month period.

50 DRAG ALONG

50.1 Subject to the prior application of Article 51, if applicable, if the effect of any proposed transfer of Shares would be a Sale, the intending transferor(s) of such Shares (the "**Drag Seller**") has the right to give notice to all the other Shareholders requiring them to sell and transfer all of their Shares, together with all their interests in such Shares, to the proposed acquirer under the Sale (the "**Drag Along Notice**") in accordance with this Article 50.

50.2 The Drag along Notice must be in writing and specify:

- (a) that those Shareholders are required to transfer all their Shares, together with all their interests in such Shares, to the proposed acquirer under the Sale, in accordance with this Article 50;
- (b) the purchase price payable per Share, which must be at least equal to the highest price per Share, to be satisfied in the same form and on at least as favourable terms, as (including as to alternatives which the other Shareholder has the option to select, or the default applies) under the proposed Sale;
- (c) that completion of the purchase will be conditional on, and will occur contemporaneously with, the completion of the proposed Sale; and
- (d) the proposed date of the Sale.

50.3 If any of those other Shareholders fails to transfer their Shares pursuant to the Drag along Notice, the provisions of Article 48.19, with appropriate modifications, apply.

50.4 Neither the purchase of Shares pursuant to the Drag Along Notice, nor the transfer of shares constituting a Sale in respect of which the Drag Along Notice may be served, are subject to any of the other restrictions on transfer of Shares under these Articles.

50.5 The provisions of this Article 50 shall not apply to Permitted Transfers.

51 RIGHT OF FIRST REFUSAL

- 51.1 The rights and obligations set out in this Article 51 shall only apply to the extent the Services Agreement Condition is satisfied. This Article 51 shall not apply where the provisions of Articles 39 (Enforcement of the Company's lien), 46.1(h) (prior written agreement), 47 (Permitted Transfers) (other than Article 47.1) or 49 (Compulsory transfers) apply.
- 51.2 If CM proposes to transfer his Shares and the effect of such transfer would be a Sale, and provided that DX is not proposing to transfer any of its Shares with respect to such Sale, CM shall promptly deliver a notice (a "**Sale Notice**") to DX stating the terms and conditions of such transfer including, without limitation, and in addition to those items set out in Article 52:
- (a) the number of Shares proposed to be transferred (the "**ROFR Sale Shares**");
 - (b) the nature of such transfer;
 - (c) the purchase price per Share to be paid by each prospective purchaser; and
 - (d) the name and address of each prospective purchaser or transferee.
- 51.3 DX may, within five Business Days of receiving the Sale Notice (the "**ROFR Period**"), give written notice to the Company and CM that it intends to purchase all of the ROFR Sale Shares, each at the price and subject to the terms and conditions set out in the Sale Notice (the "**ROFR Acceptance Notice**"). If DX gives a ROFR Acceptance Notice, then payment of the amount to be paid on completion of the acquisition of the ROFR Sale Shares shall be made by wire transfer against delivery of the ROFR Sale Shares, on a date specified by CM (to be no more than 20 Business Days from delivery to DX of the Sale Notice).
- 51.4 Where CM has received a ROFR Acceptance Notice from DX, at the end of the ROFR Period (or, if sooner, the date on which CM has received a ROFR Acceptance Notice from DX) CM shall notify DX that all of the ROFR Sale Shares will be purchased by DX, the price to be paid for the ROFR Sale Shares, and the date on which the purchase shall be completed (to be no fewer than five Business Days from the date of service of such notice).
- 51.5 On the date specified by CM pursuant to Article 51.4, DX shall pay to CM the price for the ROFR Sale Shares that it is purchasing, by wire transfer in immediately available funds against delivery of the ROFR Sale Shares to such bank account as CM shall advise DX for such purpose.
- 51.6 To the extent that DX does not elect to purchase the ROFR Sale Shares in accordance with the provisions of this Article 51, CM may enter into an agreement to transfer such ROFR Sale Shares to a third party, provided that the terms of such agreement are no more favourable to the purchaser than those that were set out in the Sale Notice and subject to Article 52.

52 TAG ALONG

- 52.1 Subject to Article 52.4, (x) if the provisions of Article 51.2 apply or, (y) if the Services Agreement Condition has not been satisfied, to the extent CM proposes to transfer his Shares and the effect of such transfer would be a Sale, CM may not complete the relevant Sale in each case unless CM has first procured the proposed acquirer under the Sale to make an offer to buy from DX all the Shares held by DX, together with all their interests in such Shares, in accordance with this Article 52 (the "**Tag Offer**"), which shall, (A) if Article 52.1(x) applies, be set out in the Sale Notice to be delivered under Article 51.2, and (B) if Article 52.1(y) applies, be set out in a separate notice to be promptly delivered by CM to DX (each of the notices delivered under this Article 52.1 being a "**Tag Notice**", for the purposes of this Article 52).
- 52.2 The Tag Notice shall specify:

- (a) that the proposed acquirer under the Sale is offering to buy from DX all the Shares held by them together with all their interests in such Shares, in accordance with this Article 52;
- (b) the purchase price per Share, which must be at least equal to the highest price per Share, to be satisfied in the same form and on at least as favourable terms, as under the proposed Sale;
- (c) that completion of the purchase will be conditional on, and will occur contemporaneously with, the completion of the proposed Sale;
- (d) that the Tag Offer is open for acceptance for a period of 10 Business Days following receipt of the Sale Notice; and
- (e) that DX shall not be required to give any warranty in relation to the transfer other than a warranty as to capacity and the full title guarantee of the Shares held by DX.

52.3 If the Tag Offer is accepted by DX in writing within five Business Days of receipt of the Tag Notice, the completion of the proposed Sale shall be conditional on the completion of the purchase of all the Shares held by DX by the proposed acquirer.

52.4 The provisions of this Article 52:

- (a) shall only apply to the extent that DX does not exercise its right to purchase the ROFR Sale Shares in accordance with Article 51; and
- (b) shall not apply to Permitted Transfers.

53 A2 ORDINARY SHARE CONVERSION

53.1 Subject to Article 53.2, upon the occurrence of an A2 Conversion Event, all of the A2 Ordinary Shares held by DX shall automatically convert into Ordinary Shares on the A2 Conversion Date, credited as fully paid and ranking pari passu with the Ordinary Shares already in issue.

53.2 Article 53.1 shall only apply:

- (a) if CM holds 75% or less of the Non-Growth Shares in issue at the time of the A2 Conversion Event; and
- (b) to the extent that DX does not exercise its pre-emption rights (if applicable) under Article 48 in respect of such A2 Conversion Event,

provided that the provisions of Article 53.1 shall irrevocably lapse and be of no further force or effect upon the date that is five years following the adoption of these Articles or such later date to the extent that the Services Agreement Condition continues to be met.

53.3 The Company shall procure that all things are done and all actions carried out which are necessary to effect the conversion of the A2 Ordinary Shares to Ordinary Share as set out in Article 53.1 with effect from the A2 Conversion Date.

TRANSMISSION OF SHARES

54 TRANSMISSION OF SHARES

54.1 If title to a Share passes to a Transmittor, the Company may only recognise the Transmittor as having any title to that Share.

54.2 A Transmittor who produces such evidence of entitlement to Shares as the Directors may properly require:

- (a) may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and

- (b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.

54.3 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the Holders of those Shares.

55 EXERCISE OF TRANSMITTEES' RIGHTS

55.1 Transmittees who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish.

55.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.

55.3 Any transfer made or executed under this Article 55 is subject to the Articles and is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

56 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name, or the name of any other person nominated under Article 54.2 has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

57 PROCEDURE FOR DECLARING DIVIDENDS

57.1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.

57.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

57.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

57.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

57.5 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

58 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

58.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account specified by the Distribution Recipient in writing;
- (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient in writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified in writing; or

- (d) any other means of payment as the Directors agree with the Distribution Recipient in writing.

58.2 In the Articles, the **"Distribution Recipient"** means, in respect of a Share in respect of which a dividend or other sum is payable:

- (a) the Holder of the Share; or
- (b) if the Share has two or more joint Holders, whichever of them is named first in the register of members; or
- (c) if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmitttee.

59 DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

59.1 If:

- (a) a Share is subject to the Company's Lien; and
- (b) the Directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a lien enforcement notice.

59.2 Money so deducted must be used to pay any of the sums payable in respect of that Share.

59.3 The Company must notify the Distribution Recipient in writing of:

- (a) the fact and amount of any such deduction;
- (b) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
- (c) how the money deducted has been applied.

60 NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the terms on which the Share was issued; or
- (b) the provisions of another agreement between the Holder of that Share and the Company.

61 UNCLAIMED DISTRIBUTIONS

61.1 All dividends or other sums which are:

- (a) payable in respect of Shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

61.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

61.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
 - (b) the Distribution Recipient has not claimed it,
- the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

62 NON-CASH DISTRIBUTIONS

- 62.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 62.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
 - (b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

63 WAIVER OF DISTRIBUTIONS

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

- (a) the Share has more than one Holder; or
- (b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

64 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 64.1 Subject to the Articles and the Act, the Directors may, if they are so authorised by an Ordinary Resolution:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**Persons Entitled**") and in the same proportions,
- except that where a Capitalised Sum is applied in paying up in full new Shares, the "**Persons Entitled**" are extended to include the Company in respect of any Treasury Shares, in accordance with Article 64.3.
- 64.2 Capitalised Sums must be applied:
- (a) on behalf of the Persons Entitled; and
 - (b) in the same proportions as a dividend would have been distributed to them.

- 64.3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the Persons Entitled or as they may direct, and for this purpose the Company is able to participate in the relevant allotment in relation to any Treasury Shares.
- 64.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct.
- 64.5 Subject to the Articles, the Directors may:
- (a) apply Capitalised Sums in accordance with Articles 64.3 and 64.4 partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 64 (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 64.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

65 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 65.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 65.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 65.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 65.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other as long as they can all hear and speak to each other.
- 65.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

66 QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the Chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. If the Company has only one Shareholder entitled to attend and vote at a meeting, one qualifying person present at the meeting and entitled to vote is a quorum. Subject to the Act, in all other cases two qualifying persons present at the meeting and entitled to vote are a quorum.

67 CHAIRING GENERAL MEETINGS

- 67.1 If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.
- 67.2 If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the Directors present; or
 - (b) (if no Directors are present) the meeting,
- must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.
- 67.3 The person chairing a meeting in accordance with this Article 67 is referred to as the “**Chair of the meeting**”.

68 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 68.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 68.2 The Chair of the meeting may permit other persons who are not:
- (a) Shareholders; or
 - (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a particular general meeting.

69 ADJOURNMENT

- 69.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the meeting must adjourn it.
- 69.2 The Chair of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 69.3 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 69.4 When adjourning a general meeting, the Chair of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 69.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it:
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 69.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

70 VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

71 ERRORS AND DISPUTES

71.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

71.2 Any such objection must be referred to the Chair of the meeting, whose decision is final.

72 POLL VOTES

72.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

72.2 A poll may be demanded at any general meeting by:

- (a) the Chair of the meeting;
- (b) the Directors; and
- (c) a person having the right to vote on the resolution.

72.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the Chair of the meeting consents to the withdrawal,

and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

72.4 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

73 CONTENT OF PROXY NOTICES

73.1 Proxies may only validly be appointed by a notice in writing (a “**Proxy Notice**”) which:

- (a) states the name and address of the Shareholder appointing the proxy;
- (b) identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a Proxy Notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the Proxy Notice at any time before the meeting.

73.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

- 73.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 73.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

74 DELIVERY OF PROXY NOTICES

- 74.1 A Proxy Notice in relation to which a right to vote is to be exercised must be delivered so that it is received by the Company:
- (a) in the case of a meeting or adjourned meeting, at any time before the time for holding the meeting or adjourned meeting, or any earlier time (but not earlier than 48 hours before the time for holding the meeting or adjourned meeting) that the Directors may specify; and
 - (b) in the case of a poll taken otherwise than at the meeting or adjourned meeting, before the poll is taken.
- 74.2 In calculating the periods mentioned in Article 74.1 no account shall be taken of any part of a day that is not a Business Day.
- 74.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 74.4 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 74.5 A notice revoking a proxy appointment only takes effect if it is delivered before:
- (a) the start of the meeting or adjourned meeting to which it relates; or
 - (b) in the case of a poll taken otherwise than at the meeting or adjourned meeting, before the poll is taken.
- 74.6 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

75 AMENDMENTS TO RESOLUTIONS

- 75.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
- 75.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

- (a) the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

75.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

76 KEY SHAREHOLDER CONSENT RIGHT

The prior written consent of each Key Shareholder shall be required in order for the Company to:

- (a) change the business it carries out in the ordinary course to a business other than the Company Business;
- (b) appoint any director who is employed by any Competitor at the relevant time.

PART 5 ADMINISTRATIVE ARRANGEMENTS

77 MEANS OF COMMUNICATION TO BE USED

77.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

77.2 Subject to the Articles, any notice or Document or other information to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents or other information for the time being.

77.3 A Director may agree with the Company that notices or Documents or other information sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

77.4 Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and delivered by hand, at the time the notice, document or other information is left at the address;
- (b) if properly addressed and sent by prepaid United Kingdom first class post, or another next working day delivery service providing proof of delivery, to an address in the United Kingdom, at 9.00 am on the second Business Day after the date of posting;
- (c) if properly addressed and sent by prepaid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after the date of posting;
- (d) if properly addressed and sent by reputable international express courier to an address outside the country from which it is sent, on signature of a delivery receipt;
- (e) if properly addressed and sent or supplied by electronic means, twelve hours after the Document or information was sent or supplied;
- (f) if sent or supplied by means of a website, when the material is first made available on the website or (if later), when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and

- (g) if deemed receipt under the previous paragraphs of this Article 77.4 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this Article all references to time are to local time in the place of deemed receipt.

For the purposes of this Article 77.4, no account shall be taken of any part of a day that is not a Business Day.

- 77.5 Proof that an envelope containing a notice or other Document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other Document was sent. Proof that a notice or other Document contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other Document was sent.

78 COMPANY SEALS

- 78.1 Any common seal of the Company may only be used by the authority of the Directors.
- 78.2 The Directors may decide by what means and in what form any common seal is to be used.
- 78.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed at least by:
- (a) two Authorised Persons; or
 - (b) one Authorised Person in the presence of a witness who attests the signature.
- 78.4 For the purposes of this Article 78, an “**Authorised Person**” is:
- (a) any Director of the Company;
 - (b) the Company secretary (if any); or
 - (c) any person authorised by the Directors for the purpose of signing Documents to which the common seal is affixed.

79 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company’s accounting or other records or Documents merely by virtue of being a Shareholder.

WINDING UP

80 WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as the liquidator with the like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is a liability.

DIRECTORS' INDEMNITY AND INSURANCE

81 INDEMNITY

- 81.1 Subject to Article 81.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled, each relevant officer may be indemnified out of the Company's assets (including by funding any expenditure incurred or to be incurred by the relevant officer) against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer in connection with:
- (a) any negligence, default, breach of duty or breach of trust in relation to the company of which he is a relevant officer;
 - (b) the Company's, or any of its associated companies', activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
 - (c) the actual or purported execution and/or discharge of their duties.
- 81.2 This Article 81 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 81.3 In this Article 81 a "**relevant officer**" means any director, alternate director, or other officer of the Company or of an associated company of the Company, but excluding any person engaged by that company as auditor.

82 INSURANCE

- 82.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 82.2 In this Article 82:
- (a) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company of the Company, or a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested; and
 - (b) a "**relevant officer**" means any current or former director, alternate director or other officer of the Company or of an associated company of the Company (but excluding any person engaged by that company as auditor) or a current or former trustee of a pension fund, employee share scheme or another trust in which current or former employees of the Company or any such associated company are or have been interested.