

H.L.Q. Limited (Now known as LINKDEX
(Company No: 6569025) LIMITED)

WRITTEN RESOLUTIONS OF THE COMPANY

Dated: 13th June 2008



IT IS HEREBY RESOLVED AS FOLLOWS:

1. that the 1,000 £1 ordinary shares in the Company be re-designated as 500 'A' Shares of £1 each and 500 'B' Shares of £1 each.
2. that the 500 'A' Shares and 500 'B' Shares be subdivided into 500,000 'A' Shares of £0.001 each and 500,000 'B' Shares of £0.001 each respectively.
3. that the articles of association of the Company be changed by adoption of the new articles of association in the form attached hereto and initialed by a director for identification
4. that the following persons be appointed directors of the Company with immediate effect
Robin Klein
John Straw
Anthony Everett
and that Robin Klein shall serve as chairman of the Company and of the board of directors.
5. that the Company do forthwith change its name to LINKDEX LIMITED.
6. that the accounting reference date of the Company shall be confirmed as 30th April.
7. that The Gallagher Partnership LLP is hereby appointed to serve as auditors to the Company and that the directors are hereby authorised to fix the remuneration of the auditors in that regard.

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W H Gotley – for and on behalf of the Sole Shareholder

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

H.L.Q. LIMITED — NOW KNOWN AS **LINKDEX LIMITED**

(Adopted by Written Resolution passed on [13.6] 2008)

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Director

1. INTERPRETATION

1.1 In these Articles "Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles.

1.2 In these Articles, the following words have the following meanings

The Act: the provisions of the Companies Act 1985 and the Companies Act 2006 as amended and in force prior to adoption of these Articles,

Business Day: a day (other than a Saturday or Sunday) when banks in the City of London are open for business,

Expert: an independent firm of accountants appointed by the members or, in the absence of agreement between the members, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (acting as an expert and not as an arbitrator),

Fair Value: in relation to shares, as determined in accordance with Article 7.7,

Permitted Group: in relation to a company (wherever incorporated), any wholly-owned subsidiary of that company, any company of which it is a Subsidiary (its holding company) and any other Subsidiaries of any such holding company, and each company in a Permitted Group is a member of the Permitted Group. Unless the context otherwise requires, the application of the definition of Permitted Group to any company at any time will apply to the company as it is at that time,

Permitted Transferee: in relation to a shareholder that is a company, any member of the same Permitted Group as that company,

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Subsidiary: in relation to a company wherever incorporated (a holding company) means "subsidiary" as defined in section 1159 of the Companies Act 2006 and any other company which is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company Unless the context requires otherwise, the application of the definition of Subsidiary to any company at any time shall apply to the company as it is at that time,

Transfer Notice: an irrevocable notice in writing given by any shareholder to the other shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares Where such notice is deemed to have been served it shall be referred to as a **Deemed Transfer Notice**,

A Share: an ordinary share of [£0 001] in the capital of the Company designated as an A Share,

B Share: an ordinary share of [£0 001] in the capital of the Company designated as a B Share,

A Director: any director appointed to the Company by holders of the A Shares, and

B Director: any director appointed to the Company by holders of the B Shares

- 1 3 References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form
- 1 4 References in these Articles to paragraphs and sub-paragraphs are to the paragraphs and sub-paragraphs of the Article and paragraph in which they appear
- 1 5 Headings in these Articles are for convenience only and shall not affect the interpretation hereof

2. ADOPTION OF TABLE A

- 2 1 The Regulations contained in Table A as it relates to a private company limited by shares shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Regulations 2, 8 to 22 (inclusive), 24, 25, 26, 32 to 34 (inclusive), 40, 41, 54, 57, 58, 60 to 62 (inclusive), 64 to 66 (inclusive), 76 to 79 (inclusive), 88 to 90 (inclusive), 94, 101, 102, 109, 110, 112, 115, 117 and 118 of Table A shall not apply to the Company

3. SHARE CAPITAL

- 3 1 The issued share capital of the Company at the date of adoption of these Articles is £2 divided into [1,000 A Shares of £0 001] each and [1,000 B Shares of £0 001] each
- 3 2 Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank pari passu in all respects but shall constitute separate classes of shares
- 3 3 On the transfer of any share as permitted by these Articles
- (a) a share transferred to a non-member shall remain of the same class as before the transfer, and
 - (b) a share transferred to a member shall automatically be redesignated on transfer as a share of the same class as those shares already held by the member

If no shares of a class remain in issue following a redesignation under this paragraph, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, members of that class or directors appointed by that class

- 3 4 No variation of the rights attaching to any class of shares shall be effective without the consent in writing of all of the shareholders
- 3 5 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares
- (a) any alteration in the memorandum or articles of association of the Company,
 - (b) any increase or reduction or subdivision or consolidation or other alteration in the authorised or issued share capital of the Company or any of the rights attaching to any share capital, and
 - (c) any resolution to put the Company into liquidation

4. UNISSUED SHARES

- 4 1 No shares in the Company nor any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless within one month before that allotment every shareholder for the time being has consented in writing to that allotment and its terms and to the identity of the proposed allottee
- 4 2 No share of any class nor any right to subscribe for or convert any security into a share of any class shall be allotted otherwise than to the holder of a share of that same class
- 4 3 Section 89(1) of the Companies Act 1985 shall not apply to an allotment of any equity security where the consent to that allotment of every shareholder has been

obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles

5. INITIAL AUTHORITY TO ISSUE RELEVANT SECURITIES

5 1 The directors are authorised to exercise all powers of the Company to allot relevant securities, but only if the allotment otherwise conforms to the requirements of these Articles. The maximum nominal amount of relevant securities which may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of these Articles or such other amount as may from time to time be authorised by the Company in general meeting.

5 2 The authority conferred on the directors by this Article shall remain in force for a period of five years from the date of adoption of these Articles but may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the Act.

6. TRANSFER OF SHARES

6 1 All transfers of shares shall be effected by instrument in writing in any form for the time being authorised by the Stock Transfer Act 1963 (or any statutory modification or re-enactment thereof for the time being in force) or in any other form which the directors may approve.

6 2 No member shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share except

- (a) with the prior written consent of all members for the time being, or
- (b) in accordance with Article 6 3, or
- (c) in accordance with Article 7, or
- (d) a member may transfer all (but not some only) of its shares in the Company to any person for cash and not on deferred terms in accordance with the procedure set out in Article 6 4 to Article 6 8.

6 3 A member (**Original Member**) may at any time transfer all (but not some only) of its shares in the Company to a Permitted Transferee.

6 4 A member wishing to transfer its shares (**Seller**) must give a Transfer Notice to the other party (**Continuing Shareholder**) of the details of the proposed transfer including, in particular, the identity of the buyer and the price of the shares.

6 5 If the Continuing Shareholder gives notice to the Seller within [28] days of receiving the Transfer Notice (the first day being the day after it receives the Transfer Notice) that it wishes to buy all the Seller's shares in the Company, the Continuing Shareholder will have the right to do so at the price specified in the Transfer Notice.

- 6 6 The Continuing Shareholder is bound to buy all the Seller's shares when it gives notice to the Seller under Article 6 5 that it wishes to do so
- 6 7 If, at the expiry of the period specified in Article 6 5, the Continuing Shareholder has not notified the Seller that it wants to buy the shares, the Seller may transfer all its shares in the Company to the buyer identified in the Transfer Notice at a price not less than the price specified in that notice provided that it does so within [NUMBER] months of the expiry of the period specified in Article 6 5
- 6 8 Subject to Article 6 9, the directors shall forthwith register any duly stamped transfer made in accordance with this Article and shall not have any discretion to register any transfer of shares which has not been made in compliance with this Article
- 6 9 The directors may, as a condition to the registration of any transfer of shares in the Company (whether to a Permitted Transferee or otherwise) require that the transferee enters into a shareholders' agreement with the Continuing Shareholder on the same terms as apply to the Seller in relation to those shares immediately before the transfer. If any such condition is imposed in accordance with this Article 6 9, the transfer may not be registered unless that shareholders' agreement has been entered into and delivered to the Company's registered office by the transferee

7. OBLIGATORY TRANSFERS

- 7 1 If any of the following events (**Obligatory Transfer Events**) happen to a member, it shall serve a Transfer Notice on the other member as soon as possible, which shall include details of the Obligatory Transfer Event
- (a) the liquidation (voluntary or otherwise) of the member, other than a genuine solvent reconstruction or amalgamation in which the new company assumes (and is capable of assuming) all the obligations of the member or other company in the member's Group, or
 - (b) a change of control (as control is defined in section 840 of the Income and Corporation Taxes Act 1988) of the member, or
 - (c) an order is made by a court of competent jurisdiction, or a resolution is passed for the administration of the member, or documents are filed with the court for the appointment of an administrator, or notice of intention to appoint an administrator is given by the member, or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or
 - (d) any step is taken by any person other than a member of the other shareholder's Group (and is not withdrawn or discharged within 90 days) to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the member, or
 - (e) the member being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986, or

- (f) the member entering into a composition or arrangement with its creditors, or
- (g) any chargor enforcing any charge created over any shares held by the member in the Company, or
- (h) a process having been instituted that could lead to the member being dissolved and its assets being distributed among the member's creditors, shareholders or other contributors, or
- (i) the member ceasing to carry on its business or substantially all of its business, or
- (j) the member committing a material or persistent breach of any shareholders' agreement to which it is a party in relation to the shares in the Company which if capable of remedy has not been so remedied within 21 days of the other member requiring such remedy
- (k) The member dying or becoming bankrupt

If the member that has suffered the Obligatory Transfer Event fails to serve a Transfer Notice, it shall be regarded as giving a Deemed Transfer Notice in relation to its shares in the Company on the date on which the other member becomes aware of the Obligatory Transfer Event

7.2 The party receiving the Transfer Notice in respect of the Obligatory Transfer Event (in this Article the **Buyer**) has the right, within 14 days of receiving the Transfer Notice (the first day is the day after it received the Transfer Notice), to offer to buy all the shares of the member serving the Transfer Notice (in this Article the **Seller**) in the Company at a price for cash specified by the Buyer and not on deferred terms (**Offer**)

7.3 The Seller has a period of 21 days (**Share Pricing Period**) from receiving the Offer (the first day is the day after the date of the Offer) within which to

- (a) accept the price offered for the shares by the Buyer, or
- (b) request that a Fair Value for the shares is determined by the Expert,

and the Seller is deemed to have accepted the Offer at the price stated by the Buyer in its Offer notice under Article 7.2 if the Seller does not expressly accept or request a Fair Value determination by the end of the Share Pricing Period

7.4 The price for the shares shall be.

- (a) the price offered by the Buyer if, at the expiry of the Share Pricing Period, the Seller has accepted that price, or neither accepted that price nor requested the determination of a Fair Value by the Expert, or
- (b) the Fair Value determined by the Expert if the Seller requests such a determination before the expiry of the Share Pricing Period

- 7 5 Where the price is referred to the Expert, to exercise its right to buy the Buyer shall give notice to the Seller within 14 days of receiving notification of the Fair Value determined by the Expert (the first day being the day after the Buyer receives the Fair Value notification)
- 7 6 Acceptance or deemed acceptance under Article 7 3 or the service of a notice to buy under Article 7 5 shall bind the parties to buy and sell the shares, as the case may be
- 7 7 In this Article the Fair Value of the shares to be sold in the Company shall be the value that the Expert certifies to be the fair market value in his opinion based on the following assumptions
- (a) the value of the shares in question is that proportion of the fair market value of the entire issued share capital of the Company that the Seller's shares bear to the then total issued share capital of the Company (with no premium or discount for the size of the Seller's shareholding or for the rights or restrictions applying to the shares),
 - (b) the sale is between a willing buyer and a willing seller on the open market,
 - (c) the sale is taking place on the date that the Obligatory Transfer Event occurred,
 - (d) if the Company is then carrying on its business as a going concern, on the assumption that it shall continue to do so, and
 - (e) the shares are sold free of all encumbrances

If any problem arises in applying any of the assumptions set out in this Article 7 7, the Expert shall resolve the problem in whatever manner he shall, in his absolute discretion, think fit

- 7 8 The Expert shall be requested to determine the Fair Value within 21 Business Days of his appointment and to notify the directors of his determination
- 7 9 Subject to any confidentiality provisions, the Expert may have access to all accounting records and other relevant documents of the Company
- 7 10 The Expert's determination shall be final and binding on the members (in the absence of fraud or manifest error)

8. QUORUM AT GENERAL MEETINGS

- 8 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be a holder of A Shares or a duly authorised representative of such holder and one shall be a holder of B Shares or a duly authorised representative of such holder
- 8 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

- 8 3 If within five minutes (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting a quorum is not present, the meeting shall be dissolved

9. VOTES

- 9 1 At a general meeting, on a show of hands every member who is present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote, and on a poll every member present in person or by proxy shall have one vote for each share of which he is the holder, except that

- (a) no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right, and
- (b) subject to paragraph (a) of this exception, in the case of any resolution proposed at a general meeting any holder of A Shares or of B Shares voting against such resolution (whether on a show of hands or a poll) shall be entitled to cast such number of votes as is necessary to defeat the resolution

- 9 2 The chairman shall not have a second or casting vote

10. PROXIES

- 10 1 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the directors may approve, and the directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given

- 10 2 The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority (certified notarially or in any other manner approved by the directors) may

- (a) be delivered to the registered office, or to some other place within the United Kingdom or to some person specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at any time, before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- (b) in case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid

11. NUMBER AND AGE OF DIRECTORS

The number of directors shall not be less than two made up of an equal number of A Directors and B Directors. No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director by reason of his having attained any particular age. No shareholding qualification for directors shall be required.

12. APPOINTMENT AND REMOVAL OF DIRECTORS

- 12.1 The holder of a majority of the A Shares for the time being shall be entitled to appoint two persons to be A Directors of the Company and the holder of a majority of the B Shares for the time being shall be entitled to appoint two persons to be B Directors of the Company provided always that there are an equal number of A Directors and B Directors.
- 12.2 Any A Director may at any time be removed from office by the holder of a majority of the A Shares and any B Director may at any time be removed from office by the holder of a majority of the B Shares [Any director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases].
- 12.3 If any A Director or any B Director shall die or be removed from or vacate office for any cause, the holder of a majority of the A Shares (in the case of an A Director) or the holder of a majority of the B Shares (in the case of a B Director) shall appoint in his place another person to be an A Director or a B Director (as the case may be).
- 12.4 Any appointment or removal of a director pursuant to this Article shall be in writing and signed by or on behalf of the holder of a majority of the issued A Shares or B Shares (as the case may be) and served on each of the other members and the Company at its registered office, marked for the attention of the secretary or delivered to a duly constituted meeting of the directors of the Company. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 12.5 The right to appoint and to remove A or B Directors under this Article shall be a class right attaching to the A Shares and the B Shares respectively.
- 12.6 If no A Shares or B Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the redesignation.
- 12.7 No A Director or B Director shall be appointed or removed otherwise than pursuant to this Article, save as provided by law.

- 12 8 The chairman shall not have a casting vote. If the chairman for the time being is unable to attend any meeting of the board of directors, the other directors present shall be entitled to appoint another of their number to act as chairman at the meeting.

13. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 13 1 Any director (other than an alternate director) may appoint any person (whether or not a director) except for an existing director representing the other class of shares to be an alternate director and may remove from office an alternate director appointed by him. In these Articles, where the context so permits, the term "A Director" or "B Director" shall include an alternate director appointed by an X Director or a Y Director as the case may be. A person may be appointed an alternate director by more than one director provided that each of his appointors represents the same class of shares but not otherwise.

- 13 2 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at such meetings at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence. An alternate director who is already a director of the Company in his own right, will also be a director (and may vote) in his own right.

- 13 3 An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the director appointing him as an alternate director may by notice in writing to the Company from time to time direct.

14. NOTICE OF BOARD MEETINGS

- 14 1 A director may call a meeting of directors.
- 14 2 Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing (including by e-mail) to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned.
- 14 3 A director may waive notice of any meeting either prospectively or retrospectively.
- 14 4 The parties will ensure that at least seventy two hours notice of a meeting of directors is given to all directors entitled to receive notice accompanied by
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting, and
 - (b) copies of any papers to be discussed at the meeting.

14.5 A shorter period of notice of a meeting of directors may be given if at least one A Director and one B Director agree in writing

14.6 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing

15. PROCEEDINGS OF DIRECTORS

15.1 Subject as provided in these Articles, the directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The directors will try to meet at least monthly

15.2 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be an A Director (or his alternate) and one at least a B Director (or his alternate). No business shall be conducted at any meeting of the directors unless a quorum is present at the beginning of the meeting and also when that business is voted on. If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for three Business Days at the same time and place

15.3 Except as provided by Article 15.8, each director has one vote at a meeting of directors

15.4 A committee of the directors must include at least one A Director and one B Director. The provisions of Article 15.2 shall apply equally to meetings of any committee of the directors as to meetings of the directors

15.5 All or any of the directors or members of any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum, and accordingly, subject to Article 15.2, a meeting of the directors or committee of the directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is

15.6 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless

(a) more votes are cast for it than against it, and

(b) at least one A Director and one B Director who is present at the meeting of the directors or of the committee of the directors have voted in favour of it

15 7 If at any time at or before any meeting of the directors or of any committee of the directors all A Directors present or all B Directors present should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to be present or for any other reason, which he need not state) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made No meeting of directors may be adjourned pursuant to this Article more than once

15 8 If the members are not represented at any meeting of the board of directors by an equal number of A Directors and B Directors (whether present in person or by an alternate), then one of the directors so nominated by the member who is represented by fewer directors shall be entitled at that meeting to such additional vote or votes as shall result in the directors so present representing each member having in aggregate an equal number of votes

16. DIRECTORS' INTERESTS: DISCLOSURE OF INFORMATION

16 1 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Act Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present

16 2 Any A Director or B Director shall be entitled from time to time to disclose to the holders of the A Shares or (as the case may be) the holders of the B Shares such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one A shareholder or (as the case may be) B shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing

17 THE SEAL

17 1 The Company shall not have a seal

18. INDEMNITY

18 1 Subject to the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings,

in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs

- 18 2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs

19. NOTICES: TIME OF SERVICE

- 19 1 Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by pre-paid registered post (reputable international overnight courier in the case of an address for service outside the United Kingdom) addressed to the member at his or its given address or by using electronic communications to an address provided by the member for this purpose, or by any other means authorised in writing by the member concerned

- 19 2 In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders

- 19 3 Any notice or other document shall be deemed served

- (a) if given personally, when delivered, or
- (b) if sent by registered post, two Business Days after posting to an address in the United Kingdom or five Business Days after posting to an address outside the United Kingdom if sent by reputable international overnight courier addressed to the relevant party provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider, or
- (c) if sent by electronic communications, when sent where the sender can show proof that the notice was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators.

In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post or, in the case of electronic communications, where the sender can show proof that the notice was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators

- 19 4 Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy if such signature is confirmed

by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction