

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

**SANLAM UK LIMITED**  
(the "Company")

THURSDAY



A13      \*A1GX5SM0\*      #324  
06/09/2012  
COMPANIES HOUSE

Circulation Date  
29 August 2012

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose the following Written Resolution as a Special Resolution

SPECIAL RESOLUTION

THAT the regulations contained in the printed document attached to this Written Resolution be and they are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion all existing articles of association

**Please read the notes attached before signifying your agreement to the Written Resolution.**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we, the undersigned, being the sole eligible member of the Company who would have been entitled to vote on the resolution set out above on the Circulation Date stated above hereby irrevocably agree to the resolution as a Special Resolution

Wim Hogeweg, Director

Duly authorised for and on behalf of  
Sanlam Netherlands Holding B V

Date 31 August 2012

## Notes

- 1 If you agree to the proposed Written Resolution please sign and date this document overleaf on the dotted line where indicated and return it to the Company at Sanlam UK Limited, St Bartholomews House, Lewins Mead, Bristol BS1 2NH, no later than the date 28 days after the Circulation Date stated overleaf
- 2 If you do not agree to the Written Resolution you do not need to do anything You will not be deemed to agree if you fail to reply
- 3 The Written Resolution will lapse if the agreement of the required majority of eligible members is not received by the Company by 5pm on the date 28 days after the Circulation Date stated overleaf If the Company does not receive this signed document from you by this date and time it will not be counted in determining whether the Written Resolution is passed
- 4 The Written Resolution is passed on the date and time that the Company receives the agreement of the required majority of eligible members The required majority for a Special Resolution is eligible members representing not less than 75% of the total voting rights of eligible members
- 5 You may not revoke your agreement to the Written Resolution once you have signed and returned this document to the Company
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document



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# **PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**of**

**SANLAM UK LIMITED**

(As adopted by Special Resolution passed on 29 August 2012)

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## **1 PRELIMINARY**

1 1 In these articles unless the context otherwise requires

**"A Ordinary Shares"** means "A" ordinary shares of £1 00 each in the capital of the company,

**"Act"** means the Companies Act 2006,

**"Articles"** means the company's articles from time to time in force,

**"Auditors"** means the auditors of the company from time to time,

**"Ordinary Shares"** means ordinary shares of £1 00 each in the capital of the company,

**"Model Articles"** means the model articles set out in Schedule 1 to the Companies (Model Articles) Regulations 2008 as in force on the date when these Articles become binding on the company,

**"shares"** means the A Ordinary Shares and the Ordinary Shares and "share" means any one of them, and

**"Specified Price"** has the meaning ascribed to it in Article 8 3

## **2 MODEL ARTICLES**

2 1 The articles contained in the Model Articles shall, except where they are excluded or modified by these Articles, apply to the company

2 2 Model Articles 2, 11(2), 12(4), 14, 15, 26(5), 49, 52 and 53 shall not apply to the company but the Articles hereinafter contained and the remaining articles of the Model Articles, subject to the modifications hereinafter expressed, shall constitute the Articles of the company

2 3 Save as expressly stated otherwise, words and expressions defined in the Model Articles shall (unless the context otherwise requires) bear the same meanings in these Articles. The headings are inserted for convenience only and shall not affect the construction of these Articles

2 4 For the avoidance of confusion the numbering in these Articles does not match the numbering in the Model Articles

## **LIABILITY**

### **3 LIABILITY OF MEMBERS**

3 1 The liability of the members is limited to the amount, if any, unpaid on the shares in the company held by them

## **SHARES**

### **4 SHARE CAPITAL**

4 1 The Ordinary Shares and the A Ordinary Shares shall be separate classes of shares but save as herein otherwise provided shall carry the same rights and privileges and shall rank *pari passu* in all respects

4 2 No holder of A Ordinary Shares shall be entitled to receive notice of, attend or vote at general meetings of the company or otherwise constitute an eligible member for the purposes of proposed written resolutions of the company

- 4 3 Without prejudice to article 6 2, none of the following shall be deemed to constitute a variation of the rights attached to A Ordinary Shares

- (a) a refusal by the directors to register any transfer of A Ordinary Shares, and
- (b) an alteration of these Articles

## **5 ALLOTMENT OF SHARES**

- 5 1 The directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the company to

- (a) offer or allot,
- (b) grant rights to subscribe for or to convert any security into, and
- (c) otherwise deal in, or dispose of,

any Ordinary Shares and/ or A Ordinary Shares in the company to any person, at any time and subject to any terms and conditions as the directors think proper

- 5 2 The authority referred to in Article 5 1

- (a) shall be limited to a maximum nominal amount of £250,000,000,
- (b) shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution, and
- (c) may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require Ordinary Shares or A Ordinary Shares to be allotted after the expiry of such authority (and the directors may allot Ordinary Shares or A Ordinary Shares in pursuance of an offer or agreement as if such authority had not expired)

## **6 EXCLUSION OF STATUTORY PRE-EMPTION RIGHTS**

- 6 1 Section 561 of the Companies Act 2006 Act shall not apply to the allotment by the company of any equity security

- 6 2 For the avoidance of doubt, a renewal of the exclusion of statutory pre-emption rights by resolution of the holders of Ordinary Shares shall not constitute a variation of class rights attached to A Ordinary Shares and accordingly the consent of the holders of A Ordinary Shares shall not be required for such a renewal

## **7 TRANSFER OF SHARES**

- 7 1 A holder of A Ordinary Shares shall not transfer any of its A Ordinary Shares without first obtaining written approval of the board

- 7 2 The directors may, in their absolute discretion decline to register any transfer of any share, whether or not it is a fully paid share

- 7 3 If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the company, send to the transferee notice of the refusal, together with their reasons for the refusal

## **8 TAG ALONG**

- 8 1 No sale or transfer (whether by one or by a series of transactions) of any shares which amount in aggregate to more than 75 per cent of the total shares in issue (the

"Specified Shares") shall be made or registered by the member or members holding the Specified Shares (the "**Vendor**") without the prior consent of the other members not holding the Specified Shares unless, before such sale or transfer is made, the proposed transferee has irrevocably and unconditionally offered to purchase all of the shares for the time being in issue at the Specified Price and otherwise on the same terms (including as to the time of completion and the manner of payment) as the proposed transferee has offered to purchase the Specified Shares

8 2 An offer made under article 8 1 must be in writing open for acceptance for at least 20 Business Days, and shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time period prescribed for acceptance Completion of the sale of the shares which are not Specified Shares shall take place on the same date as the date proposed for completion of a sale of the Specified Shares unless the other shareholders and the Vendor(s) agree otherwise

8 3 The "**Specified Price**" shall mean a consideration offered or paid or payable by a third party for each of the Specified Shares For the purposes of this article, the consideration payable for such of the Specified Shares shall include any amount received or receivable by the Vendor which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for each of the Specified Shares and, in the event of any disagreement about the calculation of the Specified Price, its calculation shall be referred to the Auditors within five Business Days of the dispute arising (acting as experts and not as arbitrators) whose decision with respect to the Specified Price shall be final and binding on the parties save in the case of manifest error

## **9 DRAG ALONG**

9 1 If one or more members (the "**Vendors**") wishes to transfer all of their shares to a third party, where such shares amount in aggregate to more than 75 per cent of the total shares in issue (the "**Relevant Shares**"), the Vendor(s) shall have the option (the "**Drag Along Option**") to require the other members to transfer all of their shares with full title guarantee to the third party or as the third party shall direct in accordance with this article 9

9 2 The Vendor(s) may exercise a Drag Along Option by giving written notice to that effect (a "**Drag Along Notice**") to the other members (the "**Called Shareholders**") A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") pursuant to this article 9 2 to the third party and the price at which the Called Shares are to be transferred provided which shall be calculated in accordance with article 8 3

9 3 A Drag Along Notice shall be irrevocable but the Drag Along Notice and all obligations thereunder will lapse if the transfer of the Relevant Shares is not completed within six months of the date of such notice

9 4 A Called Shareholder shall be obliged to sell its Called Shares at the relevant price determined in accordance with article 9 2

9 5 Subject to article 9 3 and for so long as a Drag Along Notice remains valid and subsisting, each Called Shareholder shall, on service of the Drag Along Notice, be deemed to have irrevocably appointed the Vendor(s) to be its attorney to execute any stock transfer and to do such other things as may be necessary or desirable to complete and transfer the sale of the Called Shares pursuant this article 9



## **10 LIENS**

- 10 1 The company shall have a first and paramount lien on every share (whether or not it is fully paid) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share and the company shall have a first and paramount lien on every share (whether or not it is fully paid) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the company, but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The company's lien on a share shall extend to any amount payable in respect of it
- 10 2 The company may sell, in such manner as the board may decide, any share over which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after a notice has been served on the holder of the share or the person who is entitled by transmission to the share, demanding payment and stating that if the notice is not complied with the share may be sold. For giving effect to the sale, the board may authorise some person to sign an instrument of transfer of the share sold to, or in accordance with the directions, of the buyer. The buyer shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the sale

## **DIRECTORS PROCEEDINGS**

### **11 APPOINTMENT OF DIRECTORS**

- 11 1 No person shall be appointed a director by ordinary resolution unless
- (a) he is recommended by the directors, or
  - (b) notice signed by a member qualified to vote at a general meeting has been given to the company of the intention to propose that person for appointment as director and such notice shall be given not less than 14 nor more than 35 clear days before the date appointed for a general meeting and shall be given together with the written consent to act signed by that person confirming his willingness to be appointed as director

### **12 PROCEEDINGS OF DIRECTORS**

- 12 1 Unless otherwise determined by an ordinary resolution, the minimum number of directors shall be one and there shall be no other limitation as to number
- 12 2 Whenever there is only one director in office, the sole director shall have authority to exercise all the powers and discretions in these Articles expressed to be vested in the directors generally. For the avoidance of doubt where there is only one director in office the quorum for proceedings shall be one director. Where there is more than one director in office the quorum for meetings shall be two directors
- 12 3 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors may appoint one of themselves to chair it
- 12 4 Subject to any terms imposed by the board and/or to any policies or procedures dealing with conflicts of interests which are from time to time approved by the board, a director
- (a) shall be counted in the quorum for and shall be entitled to attend and vote at any meeting of the board in relation to
    - (i) any proposed or existing contract, transaction or arrangement with the company in which he is interested and which is permitted under Article 17 2(a),

- (ii) any resolution relating to a matter authorised under Article 16 or any interest which is permitted under Article 17 2, and/or
  - (b) may, where he reasonably believes that any actual or potential conflict of interest arising out of any matter authorised under Article 16 or any interest permitted under Article 17 exists
    - (i) absent himself from any meeting of the board (or part of any meeting) at which any such matter or interest will or may be discussed, and/or
    - (ii) make arrangements not to receive or review documents or information relating to any such matter or interest and/or for such documents or information relating to any such matter or interest to be received and reviewed by a professional adviser
- 12 5 The directors must ensure that the company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors, or where the company has only one director, of the decisions taken by such director
- 13 CHANGE OF NAME**
- 13 1 Subject to the provisions of these Articles, the directors may, by way of a resolution passed at any meeting of the board, change the name of the company
- 14 BORROWING POWERS**
- 14 1 The directors may exercise all the powers of the company to borrow money without limit as to the amount and upon such terms and in such manner as they consider appropriate and, subject to the Act where relevant, to grant any mortgage, charge or other security over its undertaking, property or assets, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party
- 15 ALTERNATE DIRECTORS**
- 15 1 Any director (other than an alternate director) may at any time appoint any other director or any other person who is willing to act to be his alternate director, to exercise that director's power and to carry out that directors responsibilities, in relation to the taking of decisions by the directors in the absence of the alternate's appointer
- 15 2 An alternate director shall (subject to his giving the company an address for the purpose of communications in electronic form at which notices may be served on him) be entitled to receive notice of all meetings of the directors and of committees of which his appointor is a member and (in the absence of his appointor) to attend and vote as a director and be counted in the quorum at any such meeting and generally (in the absence of his appointor) to perform all the functions of his appointor as a director
- 15 3 An alternate director may represent more than one director. An alternate director shall have one vote for each director for whom he acts as alternate (in addition, if he is a director, to his own vote) but he shall count as only one for the purpose of determining whether a quorum is present
- 15 4 Except as the Articles may otherwise specify, alternate directors are
- (a) deemed for all purposes to be directors,
  - (b) liable for their own acts and omissions,
  - (c) subject to the same restrictions as their appointors, and

- (d) not deemed to be agents of or for their appointors
- 15 5 An alternate director shall be entitled to contract and be interested in and benefit from a contract or arrangement with the company and may be paid expenses, and may be indemnified by the company to the same extent as his appointor, but shall not be entitled to receive any remuneration from the company in respect of his appointment as an alternate director unless otherwise determined by the company at a general meeting by ordinary resolution, save that he may be paid by the company such part (if any) of the remuneration otherwise payable to his appointor as his appointor may by notice in writing to the company from time to time direct
- 15 6 An alternate director's appointment as an alternate shall terminate
- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
  - (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

## CONFLICTS OF INTEREST

### 16 DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

- 16 1 The board of directors shall, for the purposes of section 175 of the Act, have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company
- 16 2 Authorisation of a matter under this Article 16 shall be effective only if
- (a) any requirement as to the quorum at the meeting of the board at which the matter is considered is met without counting the director in question and any other interested director (together the "**interested directors**"), and
  - (b) the matter was agreed to without the interested directors voting or would have been agreed to if the votes of the interested directors had not been counted
- 16 3 Any authorisation of a matter under this Article 16
- (a) may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
  - (b) shall be subject to such conditions or limitations as the board may determine, whether at the time such authorisation is given or subsequently, and
  - (c) may be terminated or suspended by the board at any time,
- provided always that any such termination or suspension or the imposition of any such conditions or limitations will not affect anything done by the director concerned prior to such event in accordance with the relevant authorisation
- 16 4 A director shall comply with the terms of any such authorisation and with any policies or procedures dealing with conflicts of interest which are from time to time approved by the board

16 5 Articles 16 1 to 16 4 (inclusive) shall not apply to any interest permitted under Article 17

## **17 DIRECTORS' PERMITTED INTERESTS**

17 1 No declaration of an interest shall be required by a director

- (a) in relation to an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or
- (b) in relation to an interest of which the director is not aware or where the director is not aware of the contract, transaction or arrangement in question (and for these purposes, the director concerned is treated as aware of anything of which he ought reasonably to be aware),
- (c) if, or to the extent that, the other directors are already aware of such interest (and for these purposes, the other directors are treated as aware of anything of which they ought reasonably to be aware), or
- (d) if, or to the extent that, it concerns the terms of his service contract

17 2 Subject to compliance with Article 17 4 a director notwithstanding his office may

- (a) be a party to, or otherwise interested in, any proposed or existing contract, transaction or arrangement with a relevant company,
- (b) hold any other office or place of profit with any relevant company (except that of auditor) in conjunction with his office of director on such terms, including as to remuneration, as the directors may determine,
- (c) alone, or through a firm with which he is associated, do paid professional work (except as auditor) for any relevant company and be entitled to remuneration for professional services as if he were not a director,
- (d) be a director or other officer or trustee or representative of, employed by, a partner or a member of, or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested in, any relevant company,
- (e) have any interest which has been authorised by an ordinary resolution of the company, subject to any terms or conditions applicable to such authorisation under or pursuant to such resolution

17 3 For the purposes of Article 17 2 a "**relevant company**" means

- (a) the company, the ultimate holding company of the company and all subsidiaries and subsidiary undertakings of that holding company, or
- (b) any other body corporate promoted by the company or in which the company is otherwise interested

17 4 Subject to Article 17 1, a director shall declare the nature and extent of any interest permitted under Article 17 2 at a meeting of the board or in the manner set out in section 184 or section 185 of the Act (irrespective of whether the interest is in a transaction or arrangement with the company and whether he is under a duty under the Act to make such a declaration) or in such other manner as the board may lawfully determine

17 5 If a director has an interest which is permitted under Article 17 2 he shall comply with any policies or procedures dealing with conflicts of interest and with any specific terms relating to that director which are (in each case) from time to time approved by the board

## **18 PROVISIONS APPLYING TO AUTHORISED CONFLICTS AND PERMITTED INTERESTS**

- 18 1 A director shall not by reason of his holding office as director (or of any fiduciary relationship established by holding that office), be accountable to the company for any benefit, profit or remuneration which he or any person connected with him derives from any matter authorised under Article 16 or any interest permitted under Article 17
- 18 2 No contract, transaction or arrangement relating to any matter authorised under Article 16 or any interest permitted under Article 17 shall be liable to be avoided by virtue of such authorised matter or permitted interest
- 18 3 Subject to any terms imposed by the board and/or to any policies or procedures dealing with conflicts of interests which are from time to time approved by the board, a director shall be under no obligation to disclose to the company any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person in relation to any matter authorised under Article 16 or any interest permitted under Article 17
- 18 4 Article 18 3 is without prejudice to any equitable principle or rule of law which may excuse a director from disclosing information where these Articles would otherwise require him to do so

## **SHAREHOLDER PROCEEDINGS**

### **19 NOTICE OF GENERAL MEETINGS**

- 19 1 Notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the company

### **20 SOLE MEMBER PROCEEDINGS**

- 20 1 If and for so long as the company has only one shareholder entitled to vote at any general meeting of the company and that shareholder takes any decision which may be taken in general meeting or by means of a written resolution (excluding any decision which is required by the Act to be taken in general meeting), that decision shall be as valid and effectual as if agreed by the company in general meeting
- 20 2 Any decision taken by a sole shareholder pursuant to Article 20 1 shall be recorded in writing and by delivered by that shareholder to the company for entry in the company's minute book

### **21 QUORUM AT GENERAL MEETINGS**

- 21 1 Subject to Article 21 2 below, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be quorum
- 21 2 If and for so long as the company has only one shareholder entitled to vote at any general meeting of the company, that shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall constitute a quorum at such general meeting
- 21 3 If a quorum is not present within half an hour from the time appointed for a general meeting, the general meeting will stand adjourned to the same day in the next week at the same time and place, or such other time and place as the directors may determine. If at an adjourned general meeting a quorum is not present within half an hour from the time appointed for such meeting, such meeting shall be dissolved, and Model Article 41 shall be amended accordingly

## **22 PROXIES**

- 22 1 A member present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands. In any case where the same person is appointed proxy for more than one member he shall on a show of hands have as many votes as the number of members for whom he is proxy. A member present at a meeting by more than one proxy shall be entitled to speak at the meeting through each of the proxies but the proxies together shall be entitled to only one vote on a show of hands. In the event that the proxies do not reach agreement as to how their vote should be exercised on a show of hands, the voting power is treated as not exercised.

## **23 POLL**

- 23 1 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote. Model Article 44 shall be modified accordingly.

## **GRATUITIES, INDEMNITY AND INSURANCE**

### **24 DIRECTORS' GRATUITIES AND PENSIONS**

- 24 1 The directors may exercise all the powers of the company to provide benefits whether by the payment of gratuities, pensions or other retirement, superannuation, death or disability benefits of any kind or other allowances or benefits to any individuals (including their relations, dependants and people connected with them) who are or were at any time directors of the company or any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or any such subsidiary. The directors may contribute to any fund or scheme and pay premiums to a third party for the purchase or provision of any such benefit.
- 24 2 A director or former director shall not be accountable to the company or the members for any benefit of any kind conferred under or pursuant to Article 24 1.

### **25 RIGHT TO INDEMNITY**

- 25 1 Subject to article 25 2, but without prejudice to any indemnity to which a director or other officer (including an auditor) is otherwise entitled, the company may, if the board so determines, indemnify out of its own funds
- (a) every director or other officer (including an auditor) of the company against all costs, charges, losses, expenses and liabilities incurred by him
    - (i) in connection with any negligence, default, breach of duty or breach of trust by him in relation to the company,
    - (ii) in performing his duties, and/or
    - (iii) in exercising his powers, and/or
    - (iv) otherwise in relation to or in connection with his duties, powers or office, and
  - (b) every director of the company where the company acts as a trustee of an occupational pension scheme against any liability incurred in connection with the company's activities as a trustee of such scheme.
- 25 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

### **26 INSURANCE**

- 26 1 If and only to the extent permitted by law, but without prejudice to the power contained in article 25 the directors may purchase and maintain at the expense of the company insurance for or for the benefit of any persons who are or were at any time directors, officers (including auditors) or employees of the company or any related company or trustees of any pension fund or employees' share scheme in which any employees of the company or any related company are interested
- 26 2 In this article "**related company**" means (i) any company which is or was the company's holding company or (ii) any body (whether incorporated or not) in which the company or any holding company has or had any kind of interest (whether direct or indirect) or (iii) any body (whether incorporated or not) which is associated or connected in any way with the company or any holding company of the company, (iv) any predecessors in business of the company or any other body referred to in this article 26 2, or (v) any body (whether incorporated or not) which is a subsidiary undertaking of the company or any other body referred to in this article 26 2

## **27 FUNDS TO MEET EXPENDITURE**

- 27 1 The company (to the extent permitted by law)
- (a) may provide a director or officer (including an auditor) or a former director or officer (including an auditor) of the company or of its holding company with funds to meet expenditure incurred or to be incurred by him
    - (i) in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company, or
    - (ii) in connection with any application for relief under any of the provisions mentioned in section 205(5) of the Act, or
    - (iii) in defending himself in any investigation by a regulatory authority or against action proposed to be taken by a regulatory authority, in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company, or
  - (b) may do anything to enable a director or officer (including an auditor) or a former director or officer (including an auditor) of the company or of its holding company to avoid incurring such expenditure

## **ADMINISTRATIVE ARRANGEMENTS**

### **28 THE COMPANY SEAL**

- 28 1 If the company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by two directors, a director and the secretary or, if there is only one director and no secretary in office, by the sole director
- 28 2 The company may exercise the powers conferred by section 49 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors

### **29 MEANS OF COMMUNICATION TO BE USED**

- 29 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from

outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, 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),

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) 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

For the purposes of this Article, no account shall be taken of any part of a day that is not a business day

29 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

29 3 Subject to the provisions of the Act, a document or information may be sent or supplied by the company to a person by means of a website

### **30 NOTICES**

30 1 If a notice or other document is sent by post, it shall be deemed to have been served or delivered twenty-four hours after it was posted or (where second class post is used) forty-eight hours after it was posted. Proof that an envelope containing the notice or document was properly addressed, stamped and put into the post shall be conclusive evidence that the notice was given. Any notice or other document not sent by post but delivered or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered when it was so delivered or left. A notice or other document sent in electronic form shall be deemed to have been served or delivered at the time it was sent. Proof that a notice or other document in electronic form 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 was given