

APPENDIX

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

NUMECENT HOLDINGS LTD (the "Company")

CIRCULATED ON 14 SEPTEMBER 2018

Under Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the resolution below is passed as a special resolution (the "**Resolution**").

Special Resolution

THAT:

- (A) the Articles of Association of the Company be amended and replaced by the articles of association attached to this Resolution (the "**New Articles**");
- (B) the Directors are generally and unconditionally authorised to exercise all powers of the Company to create a new class of Preferred B Shares in the Company with the rights set out in the New Articles (and authorised to allot the Preferred B Shares in accordance with the authority to allot set out in Article 5 of the New Articles); and
- (C) the Directors are authorised to enter into an executive incentive scheme (exit bonus) substantially on the terms described in the circular.



APPENDIX TO RESOLUTION

REVISED ARTICLES OF ASSOCIATION OF THE COMPANY

Sent by way of separate attachment

Company number 6646895

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

NUMECENT HOLDINGS LTD

Adopted by special resolution passed on 21st December 2018

1. INTRODUCTION

- 1.1. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, *subject to which and unless the context otherwise requires*, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.2. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3. A reference in these Articles to an "**Article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (i) any subordinate legislation from time to time made under it, and
 - (ii) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.5. Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.7. Articles 9(3), 11(2) and (3), 12(3) and (4), 13, 14(7) and 26(5) of the Model Articles

shall not apply to the Company.

1.8. Article 7 of the Model Articles shall be amended by:

- (i) the insertion of the words "for the time being" at the end of article 7(2)(a), and
- (ii) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

1.9. Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary " before the words "properly incur".

1.10. Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

2. INTERPRETATION

2.1. In these Articles, the following words have the following meanings:

Act: the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.

Acting in Concert: has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended).

Asset Sale: the disposal in a single transaction or a series of transactions by the Company or any subsidiary of the Company of all, or a substantial part of, its business and/or assets taken as a whole including any Group Company/Companies or any of their respective businesses or assets or the disposition of one or more subsidiaries of the Company if a substantial part of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such disposition is to a wholly owned subsidiary of the Company.

Bad Leaver: a Departing Employee Shareholder who is not a Good Leaver.

Board: the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles.

Business Day: a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of normal banking business.

Company: Numecent Holdings Limited.

Connected Persons: has the meaning given in section 839 of ICTA.

Controlling Interest: means an interest in shares giving to the holder or holders control of the Company within the meaning of section 840 of ICTA.

Converted Preferred B Shares: the preferred B shares in the capital of the Company of £1 each with the rights set out in these Articles, converted from the loan notes issued pursuant to the loan instrument dated 22 December 2016.

Convertible Securities: any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Ordinary Shares but excluding rights, options or warrants to subscribe for, purchase or otherwise acquire Ordinary Shares or Convertible Securities.

Deemed Transfer Notice: a Transfer Notice which is deemed to have been served by effect of any provision of these Articles.

Departing Employee Shareholder: an Employee Shareholder who ceases to be a director or employee or consultant of the Company (or any other Group Company) and does not continue as, or become, a director or employee or consultant of any other Group Company.

Director: a director of the Board of the Company from time to time.

Employee Shareholder: a Shareholder who is, or has been, a director and/or an employee and/or a consultant of any Group Company (which, for the avoidance of doubt, shall not include any Preferred A Investor or Preferred B Investor or any of their Permitted Transferees).

Encumbrance: any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including, without limitation, any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law).

Endven: Endeavour Ventures Limited or Endeavour Nominees Limited of Nalder Hill House, Nalder Hill, Stockcross, RG20 8EU.

Endven Option: the Endven option to subscribe for Shares, the terms of which have been approved by an agreement entered into between the holders of Shares in the Company.

Exceptions: (i) shares issued under the Share Option Plan, (ii) shares, options, warrants or other rights issued to employees, Directors or consultants to the Company in accordance with plans or arrangements approved by the Board, (iii) shares issued on the exercise of the Endven Option of not more than 100,000 Ordinary Shares at the time of exercise, (iv) shares issued on the exercise of a warrant to subscribe for

Ordinary Shares to Digerati Productions Limited and the issue of shares on exercise of such option of not more than 250,000 Ordinary Shares (subject to adjustment in accordance with the terms of such warrant), (v) shares issued in connection with a Listing, (vi) shares or Convertible Securities issued in respect of acquisitions or joint ventures with third parties approved by the Board, (vii) shares or Convertible Securities issued to debt funders, banks, equipment lessors or other financial institutions approved by the Board, (viii) shares or Convertible Securities issued in consideration of commercial settlements approved by the Board, (ix) shares or Convertible Securities issued in consideration of research, collaboration, technology licensing, commercial arrangements or agreements with original equipment manufacturers or similar arrangements or strategic partnerships approved by the Board (which arrangements in the aggregate shall not exceed 5% of the Fully Diluted Share Capital), (x) shares or Convertible Securities issued and excluded by a special resolution of the Preferred A Investors, (xi) share splits or consolidation, (xii) bonus share issues, (xiii) shares or Convertible Securities issued to suppliers to the Company as approved by the Board, (xiv) the issuance of any Preferred L Shares, (xv) the issuance of any Preferred A Shares, (xvi) the issuance of any Ordinary Shares upon conversion of any Preferred A Shares, and (xvii) shares issued on the exercise of a warrant to subscribe for Preferred A Shares.

Exit: a Share Sale, an Asset Sale or a Listing.

Family Member: in relation to a Shareholder (being an individual) or deceased or former individual Shareholder, the spouse, widow or widower of such Shareholder and all the lineal descendants and ascendants in direct line of such Shareholder and the brothers and sisters of such Shareholder and their lineal descendants and a husband or wife or widower or widow of any of the above persons provided that a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant and including any long term social partner of any Shareholder who is unmarried provided such person is approved as a Family Member by the Board such approval not to be unreasonably withheld or delayed.

Family Trust: in relation to a Shareholder (being an individual) or a deceased or former individual Shareholder, means trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or Family Member of that individual, and so that for this purpose a person shall be considered to be beneficially interested in a share if such

share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons.

Fully Diluted Share Capital: the notional issued share capital of the Company as it would be if calculated on the assumption that all Shares (other than the Preferred L Shares) then capable of being issued on the exercise of all conversion rights, options, warrants and other contractual rights have been issued, irrespective of whether or not such rights are then exercisable.

Good Leaver: a Departing Employee Shareholder, where that cessation occurs (a) as a result of permanent incapacity, death, retirement at normal retirement age or redundancy, or (b) in circumstances where the Board resolves that such Departing Employee Shareholder is to be treated as a Good Leaver in circumstances where such person would not, but for this provision, be a Good Leaver

Group: the Company and each and any of its Subsidiaries from time to time, and **Group Company** shall be construed accordingly.

ICTA: the Income and Corporation Taxes Act 1988.

Independent Expert: an expert appointed by the President for the time being of the Institute of Chartered Accountants.

Listing: the successful application and admission of all or any of the Shares in the capital of the Company, or securities representing such shares (including without limitation American depositary receipts, American depositary shares and/or other instruments) to the Official List of the UK Listing Authority or on the AIM market operated by the London Stock Exchange plc, or the grant of permission by any like authority for the same to be traded or quoted on the Nasdaq National Stock Market of the Nasdaq Stock Market Inc., or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000 (as amended)).

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended.

New Preferred B Shares: the preferred B shares in the capital of the Company of £1 each, paid for in cash, with the rights set out in these Articles.

Ordinary Shares: ordinary shares of £1.00 each in the capital of the Company.

Original Subscription Price: the original amount paid or deemed paid per Share in Pounds Sterling or, in the case of Shareholders who paid the subscription monies for their Shares in US Dollars, the amount paid in US Dollars, in each case rounded to two decimal places.

Parent Undertaking: has the meaning given to it in section 1162 of the Act.

Permitted Transfer: a transfer of Shares effected without exercise of pre-emption rights by reason of the provisions of Article 7.

Permitted Transferee: any person to whom a Shareholder has transferred or is entitled to transfer his Shares without exercise of pre-emption rights by reason of the provisions of Article 7.

Pre-emption Shareholders: all holders of Preferred A Shares (on an as converted basis), all holders of Preferred B Shares and all holders of Ordinary Shares.

Preferred A Director: the person appointed from time to time as Director by the Preferred A Investors pursuant to Article 13.

Preferred A Share Conversion Price: the conversion price for a Preferred A Share which initially shall be the Original Subscription Price for that Preferred A Share and which shall be adjusted in accordance with Article 18.

Preferred A Investors: the holders of Preferred A Shares from time to time.

Preferred A Shares: the preferred A shares in the capital of the Company of £1 each with the rights set out in these Articles.

Preferred B Director: the person appointed from time to time as Director by the Preferred B Investors pursuant to Article 13.

Preferred B Investors: the holders of Preferred B Shares from time to time.

Preferred B Shares: the Converted Preferred B Shares and the New Preferred B Shares of the Company of £1 each with the rights set out in these Articles.

Preferred L Shares: the preferred L shares in the capital of the Company of £1 each with the rights set out in these Articles.

Qualified Public Offering: a Listing where the gross proceeds of the offering to the Company are no less than \$40,000,000.

Relevant Securities: any shares or other securities convertible into, or carrying the right to subscribe for those shares, issued by the Company, and including:

- (a) the grant of options to subscribe for Ordinary Shares under the Share

Option Plan of not more than 454,500 Ordinary Shares,

- (b) the grant of an option to subscribe for Ordinary Shares under the Endven Option of not more than 100,000 Ordinary Shares at the time of exercise of the Endven Option (and the issue of the shares on exercise of such option),
- (c) the grant of a warrant to subscribe for Ordinary Shares to Digerati Productions Limited and the issue of shares on exercise of such option of not more than 250,000 Ordinary Shares (subject to adjustment in accordance with the terms of such warrant),
- (d) the issuance of shares or convertible securities pursuant to the items listed in (iii) to (xvi) under the definition of Exceptions above,
- (e) the issuance of any Preferred A Shares or any Ordinary Shares upon conversion of any Preferred A Shares,
- (f) the grant of any right to subscribe for any Preferred A Shares,
- (g) the grant of any right to subscribe for any Preferred B Shares,
- (h) the grant of warrants to subscribe for Ordinary Shares issued to holders of loan notes in the Company and the issue of such shares on exercise of such option of not more than 254,694 Ordinary Shares, and
- (i) the grant of warrants to subscribe for Ordinary Shares issued by way of commission to various people and the issue of such shares on exercise of such option of not more than 26,674 Ordinary Shares.

Sale: an Asset Sale or a Share Sale.

Sale Shares: the Shares specified or deemed to be specified for sale in a Transfer Notice or Deemed Transfer Notice.

Seller: the transferor of Shares pursuant to a Transfer Notice.

Shares: Ordinary Shares, Preferred A Shares, Preferred B Shares and/or Preferred L Shares as the context dictates.

Share Option Plan: the employee share option plan of the Company originally adopted by the Company on 20 April 2010 and as may be amended by the Board from time to time.

Share Sale: the sale of (or the grant of a right to acquire or to dispose of) the whole or any part of the issued share capital of the Company (in one transaction or as a series of transactions) which will result in the buyer of those Shares (or grantee of that right)

and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where the Shareholders and the proportion of Shares held by each of them following completion of the sale are the same as the Shareholders and their shareholdings in the Company immediately before the sale.

Shareholder: a holder of Shares.

Subsidiary and Subsidiary Undertaking: shall have the respective meanings given to them in sections 1159 and 1162 of the Act.

Termination Date:

- (a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires,
- (b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served,
- (c) where an Employee Shareholder dies, the date of his death,
- (d) where the Employee Shareholder concerned is a director but not an employee, the date on which his service agreement with the Company is terminated, or
- (e) where the Employee Shareholder concerned is a consultant but not an employee, the date on which his consultancy agreement with the Company is terminated,

and in any other case, the date on which the employment agreement is terminated.

Transfer Notice: a notice in writing given by any Shareholder to the Company where that Shareholder desires, or is required by these Articles, to transfer (or enter into an agreement to transfer) any Shares.

2.2. In these Articles:

- 2.2.1. the expression "**full title guarantee**" in relation to the disposal of any matter implies the covenants referable to such expression contained in sections 2 and 3 of the Law of Property (Miscellaneous) Provisions Act 1994 save that the word "**reasonably**" shall be deleted from the covenant set out in section 2(1)(b) of that Act, and the covenant set out in section 3(1) of that Act shall not be qualified by the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about",

- 2.2.2. unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include all genders, words importing persons include corporations and the expression "**paid up**" includes credited as paid up, and
- 2.2.3. references to persons shall, in addition to natural persons, include bodies corporate, partnerships and unincorporated associations.
- 2.3. These Articles will be replaced upon Listing and any replacement articles will exclude, without limitation the provisions of Article 5 (Further Issue of Shares), Article 8 (Pre-emption on Transfer), Article 9 (Drag Along) and Article 10 (Tag Along).

3. SHARE CAPITAL & LIQUIDATION PREFERENCE

- 3.1. The issued share capital is comprised of Ordinary Shares, Preferred A Shares, Preferred B Shares and Preferred L Shares.
- 3.2. (a) On a return of the Company's assets on a liquidation, Asset Sale, capital reduction or otherwise (other than a conversion, redemption or purchase of Shares), the assets of the Company remaining after the payment of, or making provision for, its liabilities shall (to the extent that the Company is lawfully able to do so) or (b) on a Share Sale the Board shall (in so far as it is able) procure that any consideration payable to Shareholders by a purchaser shall (after payment of, or making provision for, any liabilities of the Company) be applied in the following order of priority:
 - (i) first, in paying to the holders of the New Preferred B Shares for each New Preferred B Share held by them the Original Subscription Price per New Preferred B Share and, if there is a shortfall of assets remaining or consideration paid to satisfy the entitlements of holders of New Preferred B Shares in full, the proceeds shall be distributed to the holders of the New Preferred B Shares in proportion to the amounts due to each such Share held,
 - (ii) second, after payment of all preferential amounts required to be paid in accordance with (i) above, in paying to the holders of the Converted Preferred B Shares for each Converted Preferred B Share held by them the Original Subscription Price per Converted Preferred B Share and if there is a shortfall of assets remaining or consideration paid to satisfy the entitlements of holders of Converted Preferred B Shares in full, the proceeds shall be distributed to the holders of the Converted Preferred B Shares in proportion to the amounts due to each such Share held,
 - (iii) third, after payment of all preferential amounts required to be paid in accordance

with (i) and (ii) above, in paying to the holders of the Preferred B Shares for each Preferred B Share held by them two times the Original Subscription Price per Preferred B Share, and if there is a shortfall of assets remaining or consideration paid to satisfy the entitlements of holders of Preferred B Shares in full, the proceeds shall be distributed to the holders of the Preferred B Shares in proportion to the amounts due to each such Share held,

- (iv) fourth, after payment of all preferential payments referred to in (i) to (iii) above, and after payment of, or making any provisions for, liabilities, in paying the holders of Preferred B Shares pro rata the following proportion of the remaining assets or consideration:

$$30\% \times (B/\text{US\$10 million})$$

Where B = the aggregate subscription price of all Preferred B Shares in issue,

- (v) fifth, after payment of all preferential amounts required to be paid in accordance with (i)-(iv) above, in paying to the holders of the Preferred A Shares for each Preferred A Share held by them the Original Subscription Price per Preferred A Share and if there is a shortfall of assets remaining or consideration paid to satisfy the entitlements of holders of Preferred A Shares in full, the proceeds shall be distributed to the holders of the Preferred A Shares in proportion to the amounts due to each such Share held,
- (vi) sixth, after payment of all preferential amounts required to be paid in accordance with (i)-(v) above, in paying to the holders of the Preferred L Shares for each Preferred L Share held by them the Original Subscription Price per Preferred L Share and if there is a shortfall of assets remaining or consideration paid to satisfy the entitlements of holders of Preferred L Shares in full, the proceeds shall be distributed to the holders of the Preferred L Shares in proportion to the amounts due to each such Share held,
- (vii) seventh, after payment of all preferential amounts required to be paid in accordance with (i)-(vi) above, in paying the holders of Ordinary Shares for each Ordinary Share held by them the Original Subscription Price per Ordinary Share and, if there is a shortfall of assets remaining or consideration paid to satisfy the entitlements of holders of Ordinary Shares in full, the proceeds shall be distributed to the holders of the Ordinary Shares in proportion to the amounts due to each such Share held, and
- (viii) eighth, after payment of all preferential payments referred to in (i) to (vii) above,

and after making any provisions for liabilities, in paying the holders of Ordinary Shares and Preferred A Shares pro rata as if they constituted one and the same class, the remaining assets or consideration.

- 3.3. The Preferred L Shares shall be redeemed upon a Listing at the Original Subscription Price. At the Company's option, the Preferred L Shares can be redeemed sooner at any time, in whole or part. Any Preferred L Share that is redeemed will be cancelled.

4. VOTING RIGHTS

- 4.1. Subject to the Act and these Articles, the Board may pay interim dividends on the Ordinary Shares and/or the Preferred A Shares and/or the Preferred B Shares.
- 4.2. The Preferred A Shares shall confer on each holder of Preferred A Shares the right to receive written notice of and to attend, speak and vote at all Preferred A Shares class meetings and/or general meetings of the Company and to receive and vote on proposed written resolutions of the Company. Each Preferred A Share shall confer on the holder thereof the number of votes which is equal to the number of Ordinary Shares issuable upon conversion of each such Preferred A Share.
- 4.3. The Preferred B Shares shall confer on each holder of Preferred B Shares the right to receive written notice of and to attend, speak and vote at all Preferred B Shares class meetings and/or general meetings of the Company and to receive and vote on proposed written resolutions of the Company. Each Preferred B Share shall confer on the holder thereof one vote per Preferred B Share.
- 4.4. The Ordinary Shares shall confer on each holder the right to receive written notice of and to attend, speak and vote at all Ordinary Share class meetings and/or general meetings of the Company and to receive and vote on proposed written resolutions of the Company. Each Ordinary Share shall confer on the holder thereof one vote per Ordinary Share. Upon a conversion of Preferred A Shares to Ordinary Shares in accordance with Article 17.5, the holder of such Shares shall have the number of votes equal to the number of Ordinary Shares issuable upon such conversion.
- 4.5. Except as set forth in Article 4.7, the Preferred L Shares shall not confer on each holder of Preferred L Shares the right to attend, speak or vote at any general or other meetings of the Company nor receive and vote on proposed resolutions of the Company.
- 4.6. Where Shares confer a right to vote, on a show of hands each holder of such Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a

poll each such holder so present shall have one vote for each Share held by him.

- 4.7. The rights attaching to the Preferred A Shares, Preferred B Shares or the Preferred L Shares may be waived, varied or abrogated (but not so as to afford them enhanced rights to the rights they have at the date of adoption of these Articles) at any time solely with the prior written consent of the holders of not less than 75% in nominal value of the Preferred A Shares, Preferred B Shares or Preferred L Shares (as applicable) then in issue.
- 4.8. Any amendments to Articles 3, 9, 10, 17, 18 or this Article 4.8 shall require a special resolution of the Preferred A Investors (in addition to any requirements under the Act).

5. FURTHER ISSUES OF SHARES

- 5.1. Subject to the remaining provisions of this Article 5, the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Act to exercise any power of the Company to:

- 5.1.1. offer, allot or grant rights to subscribe for, or
- 5.1.2. convert securities into, or
- 5.1.3. otherwise deal in, or dispose of,

any Shares (or any other Relevant Securities 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:

- 5.2.1. shall be limited to:

5.2.1.1. such number of Preferred B Shares of £1 each which raise not more than USD5,000,000; and

5.2.1.2. up to 1,085,868 Ordinary Shares of £1 each,

- 5.2.2. shall only apply insofar as the Company in general meeting has not renewed, waived or revoked it, and

- 5.2.3. 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 Relevant Securities to be allotted after the expiry of such authority (and the Directors may allot Relevant Securities in pursuance of an offer or agreement as if such authority had not expired), and

- 5.2.4. shall expressly include the authority for the Company to issue shares, options,

warrants and other securities set forth in (a) through (i) in the definition of Relevant Securities.

- 5.3. An issue of new shares (other than the Relevant Securities contemplated by Article 5.2.4) above shall require a special resolution of the Shareholders entitled to vote.
- 5.4. In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 5.5. No Shares shall be allotted to any UK resident employee, Director, consultant, prospective employee or director unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003 ("**Section 431 Election**").

6. TRANSFER OF SHARES

- 6.1. In Articles 6 to 11 (inclusive), reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 6.2. No Share may be transferred unless the transfer is made in accordance with these Articles. No Preferred L Share may be transferred or charged by its holder other than to a Permitted Transferee under Article 7.
- 6.3. If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have served a Transfer Notice immediately in respect of all Shares held by him on all Pre-emption Shareholders in accordance with Article 8.
- 6.4. Any transfer of a Share by way of sale that is required to be made under Article 8 (Pre-emption on Transfer), Article 9 (Drag Along), Article 10 (Tag Along) and Article 11 (Compulsory Transfers) shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 6.5. Directors may refuse to register a transfer if:
 - 6.5.1. it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind, or
 - 6.5.2. the transfer is to a UK resident employee, Director, consultant or prospective employee or director and that person has not entered into a Section 431 Election with the Company.

6.6. To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles, the Directors may require any holder, or the legal personal representatives of any deceased holder, or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to provide to the Company with any information and evidence that the Directors reasonably request regarding any matter which they deem relevant to that purpose. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in the capital of the Company in writing of that fact and the following shall occur:

6.6.1. the relevant Shares shall cease to confer on the holder of them (or any proxy) any rights:

6.6.1.1. to vote, whether on a show of hands or on a poll, and whether exercisable at a general meeting of the Company or otherwise provided that such voting rights shall not cease if, as a result of such cessation, the Company would become a Subsidiary of a Preferred A Investor or a Preferred B Investor, or

6.6.1.2. to receive distributions otherwise attaching to those Shares or to any further shares in the capital of the Company issued in respect of those Shares, or in pursuance of an offer made to the relevant holder,

6.6.2. the holder may be required, at any time following receipt of the notice, to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

The rights referred to in Article 6.6.1 may be reinstated by the Board or, if earlier, shall be reinstated on the completion of any transfer referred to in Article 6.6.2.

6.7. Where, in accordance with these Articles, the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within 10 Business Days of demand being made, a Deemed Transfer Notice shall be given at the end of that period. If a Transfer Notice is required to be given, or is deemed to have been given, under these Articles, the Transfer Notice shall be treated as having specified that:

- 6.7.1. the Sale Price (as defined in Article 8.1.3) for the Sale Shares shall be as agreed between the Board (any Director with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within 15 Business Days after the date on which the Board becomes aware that a Deemed Transfer Notice has been given, the 'fair value' (as determined in accordance with Article 8.6) of the Sale Shares,
- 6.7.2. there is no Minimum Transfer Condition (as defined in Article 8.2), and
- 6.7.3. the Seller wishes to transfer all of the Shares held by it.

7. PERMITTED TRANSFERS

- 7.1. Notwithstanding the provisions of Article 6 (Transfer of Shares), Article 8 (Preemption), Article 9 (Drag Along) and Article 10 (Tag Along):
 - 7.1.1. any Shareholder may at any time transfer any Shares to a Family Member over the age of 18 or to the trustees of a Family Trust,
 - 7.1.2. any Shareholder who is a trustee of a Family Trust may at any time transfer any Shares to:
 - 7.1.2.1. the new or remaining trustees of the Family Trust upon any change of trustees, and
 - 7.1.2.2. any persons (being a Family Member of a Shareholder or of a former Shareholder who has previously transferred some or all of his Shares in accordance with Article 7.11) on their becoming entitled to the same under the terms of the Family Trust,
 - 7.1.3. any Shareholder holding Shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such Shareholder was a Permitted Transferee may at any time transfer any Shares to the person who originally transferred such Shares (or to any other Permitted Transferee of such original transferor),
 - 7.1.4. any Preferred A Investor or Preferred B Investor may at any time transfer any Preferred A Shares or Preferred B Shares to an Affiliate. For the purposes of this paragraph an "**Affiliate**" shall be defined as an entity (i) which is majority owned by the Preferred A Investor or Preferred B Investor (as applicable), or (ii) which owns majority of the Preferred A Investor or Preferred B Investor (as applicable), or (iii) which has common ownership as the Preferred A Investor or Preferred B Investor (as applicable).

- 7.2. The Company shall be obliged to register any transfer made pursuant to the above provisions.

8. PRE-EMPTION ON TRANSFER

- 8.1. Except as provided by Article 7 (Permitted Transfers), Article 9 (Drag Along) or Article 10 (Tag Along), or as otherwise agreed by special resolution, or by written resolution passed in accordance with section 283(2) of the Act, a Pre-emption Shareholder who wishes to transfer any Shares ("**Seller**") shall give notice in writing of such wish to the Company ("**Transfer Notice**") copied to each other Pre-emption Shareholder. Each Transfer Notice shall:

- 8.1.1. specify the number of Shares which the Seller wishes to transfer ("**Sale Shares**"),
- 8.1.2. specify the identity of any person to whom the Seller wishes to transfer the Sale Shares ("**Proposed Transferee**"),
- 8.1.3. specify the price per Share at which the Seller wishes to transfer the Sale Shares ("**Sale Price**"),
- 8.1.4. be deemed to constitute the Company as the Sellers agent for the sale of the Sale Shares at the Sale Price in the manner prescribed by these Articles, and
- 8.1.5. not be varied or cancelled unless the same is withdrawn under the provisions of Article 8.6.4.

- 8.2. The Seller may provide in the Transfer Notice that unless buyers are found for all or not less than a specified number of the Sale Shares, he shall not be bound to transfer any of the Sale Shares ("**Minimum Transfer Condition**") and any such provision shall be binding on the Company. Notwithstanding the other provisions of this Article, if the Transfer Notice contains a Minimum Transfer Condition, the Company may not make any allocation of Sale Shares unless and until it has found buyers for the minimum number specified in the Minimum Transfer Condition.

- 8.3. The Company shall on or before the tenth Business Day following receipt of the Transfer Notice give notice in writing (the "**Offer Notice**") to each of the Pre-emption Shareholders (other than the Seller) offering for sale the Sale Shares at the Sale Price. The Offer Notice shall specify that the Pre-emption Shareholders shall have a period of 25 Business Days from the Relevant Date within which to apply for some or all of the Sale Shares.

- 8.4. In Article 8.3 the "**Relevant Date**" means the later of:

- 8.4.1. date of service of the Offer Notice, and
- 8.4.2. where a Fair Value Request Notice has been served, the date of the Fair Value Notification (as defined in Article 8.6.3 below).
- 8.5. It shall be a further term of the Offer Notice that, if the Company receives applications for a greater number of Sale Shares than the number of Sale Shares treated as having been offered, such Sale Shares shall be treated as being offered among such Pre-emption Shareholders in proportion (as nearly as may be) to their existing holdings of Shares as at the date of the Offer Notice ("**Proportionate Allocation**"). However, in his application for Sale Shares a Pre-emption Shareholder may, if he so desires, indicate that he would be willing to purchase a particular number of Shares in excess of his Proportionate Allocation ("**Extra Shares**").
- 8.6. Fair value of Sale Shares
- 8.6.1. Any of the Pre-emption Shareholders on whom the Offer Notice is served may, not later than eight Business Days after the date of the Offer Notice, serve on the Company a notice in writing ("**Fair Value Request Notice**") requesting that a person (the "**Valuer**") being the auditor for the time being of the Company (or at the discretion of the auditor or if the auditor is unable or unwilling or fails to act as Valuer, a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales) certify in writing the sum which in his opinion represents the fair value of each share in respect of each class of shares comprised in the Sale Shares as at the date of the Transfer Notice. For the purpose of this Article, reference to the Valuer shall include any person so nominated. Upon receipt of such notice, the Company shall instruct the Valuer to certify the fair value as aforesaid and the costs of such valuation shall be borne by the Company. In certifying the fair value as aforesaid, the Valuer shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply.
- 8.6.2. For the purpose of this Article, the fair value of each share of each class of share comprised in the Transfer Notice shall be the aggregate value of all the issued shares of that class divided by the total number of issued Shares of that class so that the fair value of the Sale Shares shall not be discounted or enhanced by reference to the number of Shares referred to in the Transfer Notice.
- 8.6.3. Upon receipt of the certificate of the Valuer, the Company shall by notice in

writing (the "**Fair Value Notification**") inform all Pre-emption Shareholders of the fair value of each share and of the price per share (being the lower of the Sale Price set out in the Transfer Notice and the fair value of each share) at which the Sale Shares of each class are offered for sale (such price being, for these purposes, the "**Sale Price**").

- 8.6.4. If the fair value of the shares referred to in the Transfer Notice shall be less than the price specified in the Transfer Notice then the Seller may withdraw the Transfer Notice by giving written notice ("**Withdrawal Notice**") to the Company such notice to be received by the Company no later than close of business on the fifth Business Day after service of the Fair Value Notification.
- 8.7. Unless a Withdrawal Notice shall have been validly served, the Company shall allocate the Sale Shares as follows:
 - 8.7.1. if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each Pre-emption Shareholder shall be allocated the number applied for in accordance with his application, or
 - 8.7.2. if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each Pre-emption Shareholder shall be allocated his Proportionate Allocation or such lesser number of Sale Shares for which he has applied and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Pre-emption Shareholders applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the shares of the same class held by such Pre-emption Shareholders.
- 8.8. Allocations of Sale Shares made by the Company pursuant to this Article shall constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no person shall be obliged to take more than the maximum number of Sale Shares that he has indicated to the Company he is willing to purchase.
- 8.9. The Company shall forthwith upon allocating any Sale Shares give notice in writing ("**Sale Notice**") to the Seller and to each person to whom Sale Shares have been so allocated of the number of Sale Shares so allocated and the aggregate price payable therefor. Completion of the sale and purchase of those Sale Shares in accordance with the Sale Notice shall take place within five Business Days of the date of the Sale Notice whereupon the Seller shall, upon payment of the price due in respect thereof, transfer those Sale Shares specified in the Sale Notice to the persons to whom they

have been allocated and deliver the relevant Share certificates.

- 8.10. Save in the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to Article 8.9, the Company may receive such purchase money and may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly stamped, the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Sale Shares and shall hold the purchase money on trust (without interest) for the Seller. The receipt of the Company for the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to Article 8.9, the Company may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly stamped, the Company shall cause such share capital to be cancelled in accordance with the Act and shall hold the purchase money on trust (without interest) for the Seller.
- 8.11. If all the Sale Shares are not sold under the pre-emption provisions contained in Articles 8.1 to 8.10 (inclusive), the Company shall (forthwith upon the exhaustion of such provisions) so notify the Seller and, provided that the Seller has not served a Withdrawal Notice, the Seller may at any time, within 90 days after receiving such notification, transfer to the Proposed Transferee any unsold Sale Shares at any price not less than the Sale Price set out in the Transfer Notice, provided that:
- 8.11.1. if the Seller stipulated in the Transfer Notice a Minimum Transfer Condition which has not been satisfied, the Seller shall not be entitled to sell any Sale Shares unless the Seller complies with such Minimum Transfer Condition, and
- 8.11.2. any such sale shall be a sale in good faith and the Board may require to be satisfied (in such manner as they may reasonably think fit) that the Sale Shares are being sold for not less than the Sale Price without any deduction, rebate or allowance whatsoever and if not so satisfied (acting reasonably) may require the Company to refuse to register the transfer.
- 8.12. The pre-emptive rights on transfer set forth in this Article 8 will terminate on a Listing.

9. DRAG ALONG

- 9.1. In these Articles a "**Qualifying Offer**" shall mean an offer in writing by or on behalf of any person (other than a person connected (within the meaning of Section 839 of the Income and Corporation Taxes Act 1988) to a Shareholder or the Board) ("**Offeror**") for the entire issued share capital in the Company to acquire all the Fully Diluted Share Capital and the Preferred L Shares and shall include any offer in respect of which the consideration offered is wholly or partly cash or wholly or partly any other form of consideration whatsoever.
- 9.2. If the holders of not less than 75% in nominal value of the Shares (excluding holders of Preferred L Shares) then in issue (the "**Accepting Shareholders**") wish to accept the Qualifying Offer, then the provisions of this Article shall apply.
- 9.3. The Accepting Shareholders shall give written notice to the remaining holders of the issued Shares (including the holders of the Preferred A Shares on an as converted basis) ("**Other Shareholders**") of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares (including the holders of the Preferred A Shares on an as converted basis) to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders.
- 9.4. If any Other Shareholder shall not, within ten Business Days of being required to do so, execute and deliver transfers in respect of the Shares (including the holders of the Preferred A Shares on an as converted basis) held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- 9.5. Upon any person, following the issue of a notice pursuant to Article 9.3, becoming a member of the Company ("**New Member**"), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such Shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Member save that completion of the sale of such Shares shall take place forthwith upon the notice being deemed served on the New Member.

10. TAG ALONG

- 10.1. If at any time one or more Pre-emption Shareholders ("**Proposed Sellers**") propose to sell, in one or a series of related transactions, more than 50% in nominal value of the issued Shares (excluding the holders of the Preferred L Shares) ("**Tag-Along Shares**") ("**Majority Holding**") to any person (not being an Offeror for the purposes of Article 9.1) other than pursuant to Article 7 ("**Permitted Transfers**"), the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this Article.
- 10.2. The Proposed Sellers shall give written notice ("**Proposed Sale Notice**") to the other holders of the issued Tag-Along Shares of such intended sale at least fifteen Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer ("**Proposed Buyer**"), the purchase price and other terms and conditions of payment, the proposed date of sale ("**Proposed Sale Date**") and the number of Tag-Along Shares proposed to be purchased by the Proposed Buyer ("**Proposed Sale Shares**").
- 10.3. Any other holder of Tag-Along Shares shall be entitled, by written notice (the "**Tag Notice**") given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice, to require the Proposed Sellers to use all reasonable endeavours to procure that the Proposed Buyer shall make a written offer (complying with Article 10.4, the "**Buyer General Offer**") to the other Pre-emption Shareholders to purchase all of their Tag-Along Shares and such offer shall be on terms no less favourable than the terms stated in the Offer.
- 10.4. The Buyer General Offer shall be open for acceptance for not less than 21 days and provide that, if accepted, the sale of all of the Tag-Along Shares held by the other Shareholders shall be completed simultaneously with the completion of the sale of the Majority Holding Shares.
- 10.5. If following the service of a Tag Notice the Proposed Buyer shall fail to make the Buyer General Offer to the other Shareholders or if the Proposed Buyer shall fail to complete simultaneously the purchase of all Tag-Along Shares which are the subject of acceptances of the Buyer General Offer and the Majority Shareholder's Shares then the Majority Shareholder shall not be permitted to sell all or any of his Shares to the Proposed Buyer.

11. COMPULSORY TRANSFERS

- 11.1. In this Article 11 references to the fair value of any Sale Shares shall be a reference to

the fair value calculated in accordance with Article 8.6 as if a Fair Value Request Notice had been served.

11.2. A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be regarded as giving a Deemed Transfer Notice in relation to such Share at such time as the Directors determine.

11.3. If a company that is a Shareholder resolves to appoint a liquidator, administrator or administrative receiver over it (or a material part of its business), that Shareholder shall be regarded as giving a Deemed Transfer Notice in respect of all Shares held by it at such time as the Directors determine.

11.4. If an Employee Shareholder becomes a Departing Employee Shareholder, that Departing Employee Shareholder (and any person holding Shares as Permitted Transferee from that Departing Employee Shareholder) shall be regarded as giving a Deemed Transfer Notice in respect of all the Shares held by the Departing Employee Shareholder (and such Permitted Transferee) on the Termination Date. In such circumstances the Sale Price shall, for these purposes, be calculated as follows:

11.4.1. where the Departing Employee Shareholder is a Bad Leaver, the lower of fair value and the nominal value of the Sale Shares, and

11.4.2. where the Departing Employee Shareholder is a Good Leaver, the fair value of the Sale Shares.

11.5. The Departing Employee Shareholder's Shares shall be offered in the following order of priority:

11.5.1. to a person (or persons) as agreed by the Board to take the Departing Employee Shareholder's place, conditionally on that person commencing their employment with the Company,

11.5.2. to any of the other existing Employee Shareholders,

11.5.3. to other participants (or potential participants) in, or trustees of, the Share Option Plan (other than the Departing Employee Shareholder),

11.5.4. to any other person (or persons) approved by the Board, and then

11.5.5. subject to the Act, to the Company.

12. NUMBER OF DIRECTORS

Unless and until the Company in general meeting determines otherwise, the number of directors shall not be less than three and not more than nine.

13. DIRECTORS

- 13.1. The Board of Directors shall consist of up to and including two executive Directors as appointed by the Board, one Preferred A Director (appointed in accordance with Article 13.2), one Preferred B Director (appointed in accordance with Article 13.2) and, subject to Article 13.8, any other directors appointed by an ordinary resolution of the Shareholders (excluding the holders of Preferred L Shares).
- 13.2. The Preferred A Investors shall be entitled to (by an ordinary resolution of the Preferred A Investors) nominate one person to act as a Director and the Preferred B Investors shall be entitled (by an ordinary resolution of the Preferred B Investors) to nominate one person to act as a Director.
- 13.3. The Preferred A Investors shall have the right, while no Preferred A Director is appointed, to receive notice of and to send a person to attend but not to vote at meetings of the Board as an observer. The Preferred A Investors' observer shall also receive copies of all materials distributed to the Board.
- 13.4. The Preferred B Investors shall have the right, while no Preferred B Director is appointed, to receive notice of and to send a person to attend but not to vote at meetings of the Board as an observer. The Preferred B Investors' observer shall also receive copies of all materials distributed to the Board.
- 13.5. The Shareholders shall not vote their Shares so as to remove any Directors appointed pursuant to Article 13.2. The holders of Preferred A Shares and the holders of Preferred B Shares shall be entitled, by ordinary resolution, to remove any of their respective Directors from office and appoint another person to act in his place. Upon removal of their respective Directors, the Preferred A Investors and the Preferred B Investors shall indemnify the Company from and against (or procure that their respective Director waives by deed) all claims, demands and rights which their respective Directors may have against the Company and procure that such Director resigns without cost to the Company.
- 13.6. Any appointment or removal of any Directors under Articles 13.8 shall take effect on the effective date specified in the relevant resolution, or if no effective date is specified, at the time the resolution is passed. As soon as practicable after the passing of the resolution a copy shall be delivered at the Company's registered office or at any meeting of the Board or committee thereof by or on behalf of those passing the resolution.
- 13.7. Appointment and removal of the Preferred A Director and/or the Preferred B Director

shall be by a decision in accordance with Article 13.2 which shall take effect on the effective date specified in the relevant decision, or if no effective date is specified, at the time the decision is taken. As soon as practicable after the decision is taken a copy of the decision shall be delivered at the Company's registered office or at any meeting of the Board or committee thereof by or on behalf of those passing the decision.

- 13.8. The Shareholders shall (by an ordinary resolution of the Shareholders (excluding the holders of Preferred L Shares)) be entitled to appoint, remove and replace up to 5 (five) Directors from time to time (this being in addition to the Directors appointed by the Preferred A Investors and the Preferred B Investors pursuant to Article 13.2 above).

14. DISQUALIFICATION AND PROCEEDINGS AT MEETINGS OF DIRECTORS

- 14.1. The office of Director shall be vacated if:

14.1.1. he is convicted of a criminal offence (other than a minor motoring offence) and the other Directors resolve that his office should be vacated, or

14.1.2. in the case of Directors, other than the Preferred A Director or the Preferred B Director, if a majority of his co-Directors serve notice on him in writing, removing him from office.

- 14.2. Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director may appoint any person he thinks fit to be his, her or its alternate Director. The appointment of an alternate Director shall not require approval by a resolution of the Directors.

- 14.3. In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more of the other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence and if, on that basis, there is a quorum, the meeting may be held despite the fact that only one Director is physically present.

- 14.4. Subject to Article 14.5, the quorum for a meeting of the Board shall be three directors present or deemed to be present (in accordance with Article 14.6) of whom one shall be the Preferred A Director and one shall be the Preferred B Director. If no Preferred A Director or Preferred B Director has been appointed then quorum shall be any three directors, or any two directors and a Preferred A Director or Preferred B Director (as relevant).

- 14.5. If within 30 minutes of the time appointed for a Board meeting there is no quorum due

to the absence of one or more of the requisite Directors set forth in 14.4 above (the "**Missing Directors**"), the Director(s) present shall adjourn the meeting to a place and time not less than three Business Days later. If, at such adjourned meeting, the same Missing Directors are not present, the quorum shall be:

14.5.1. any two Directors of whom one shall be the Preferred B Director (if the Preferred A Director was a Missing Director), or

14.5.2. any two Directors of whom one shall be the Preferred A Director (if the Preferred B Director was a Missing Director), or

14.5.3. any two Directors if both the Preferred A Director and Preferred B Director were Missing Directors

and the meeting may proceed to business notwithstanding the absence of the Missing Directors.

14.6. Any Director who participates in the proceedings of a meeting by means of a communication device (including, without limitation, a telephone) that allows all the other Directors present at the meeting (whether in person, by an alternate or using a communication device) to hear that Director at all times, and that Director to hear all other Directors present at the meeting (by whatever means) at all times, shall be deemed to be present at the meeting and counted in the quorum. A meeting held by these means shall be deemed to take place where the largest number of participants is assembled. In the absence of a majority, the Chairman's location shall be deemed to be the place of the meeting.

14.7. Subject to Article 14.8, a Director may vote at a Board meeting, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts (or may conflict) with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors.

14.8. No director shall vote on any matter at any board meeting which relates to the business of a direct competitor of the Shareholder which nominated that director, save that a majority of the other directors present at such a board meeting may determine that that director shall not be excluded from voting.

14.9. Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the chairman shall not have a second or casting vote.

14.10. There shall be no less than six meetings of the Board of Directors each year, with an

interval between Board meetings not exceeding 8 weeks. The Company shall give not less than 5 clear Business Days' prior written notice to Board members of any meeting of the Board, accompanied by a written agenda of the meeting, provided that any Board meeting may be convened upon shorter notice and otherwise in such manner as all the Directors agree.

14.11. The Company shall pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

14.11.1. meetings of Directors or committees of Directors, or

14.11.2. general meetings, or

14.11.3. separate meetings of the holders of any class of shares of the Company

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

15. CONFLICTS

15.1. Subject to Article 15.2, the Board shall have power in accordance with this Article 15, to authorise (an "**Authorisation**") any matter which would or might give rise to any breach of the duty of a Director under Section 175 of the Act.

15.2. An Authorisation may be given subject to such terms and conditions as the Board may determine at its absolute discretion (including as to the period, extent and scope of the Authorisation and requirements with respect to the disclosure of confidential information), and the relevant Director shall comply with all such terms.

15.3. The Board may revoke or vary an Authorisation at any time, but this shall not affect anything previously done or omitted to be done by the relevant Director in accordance with the terms of the Authorisation.

15.4. A Director shall not be in breach of the general duties he owes to the Company under the Act by virtue of the fact that pursuant to the terms of an Authorisation he:

15.4.1. absents himself from meetings of the Board or other proceedings of the Board at which *matters relating to the conflict of interest or possible conflict of interest* will or may be discussed, or

15.4.2. makes arrangements not to receive, or refrains from considering, any documents relating to the conflict of interest or possible conflict of interest, or makes arrangements for a professional adviser to receive any such documents on his behalf, for so long as he reasonably believes the matter to which the Authorisation relates subsists.

15.5. A Director shall not (save as specified by the Board) be liable to account to the Company for any remuneration, profit or other benefit resulting from any matter to which the Authorisation relates, and no contract shall be liable to be avoided on the grounds of any such profit or benefit.

16. INFORMATION RIGHTS

16.1. The Preferred A Director (or if applicable, an observer appointed instead) shall be permitted to provide the Preferred A Investors with the audited financial accounts of the Company and such other information concerning the Company and its business as the Preferred A Investors (by majority vote) may reasonably require from time to time.

16.2. The Preferred B Director (or if applicable, an observer appointed instead) shall be permitted to provide any Preferred B Investor with, subject to the Board's consent, and only if the recipient has entered into a confidentiality undertaking in favour of the Company in form and substance satisfactory to the Company, such information concerning the Company and its business as the Preferred B Investors (by majority vote) may reasonably require from time to time, such consent not to be unreasonably withheld. It shall be reasonable for the Board to withhold consent where such information concerns personal data or where the Company is subject to a confidentiality undertaking in favour of a third party. The Board's consent under this Article 16.2 shall exclude the vote of the Preferred B Director.

17. CONVERSION

17.1. Any holder of Preferred A Shares may, by notice in writing to the Company, require conversion of all of the Preferred A Shares held by it at any time into Ordinary Shares. Those Preferred A Shares shall convert automatically on the date that the holder of those Preferred A Shares requires a conversion ("**Conversion Date**").

17.2. All of the Preferred A Shares shall automatically convert into Ordinary Shares on the date of a Qualified Public Offering or with the consent of a majority of the holders of the then outstanding Preferred A Shares.

17.3. In the case of:

17.3.1. Article 17.1, at least five Business Days after the Conversion Date, or

17.3.2. Article 17.2, at least five Business Days prior to the date of the Qualified Public Offering

each holder of the relevant Preferred A Shares shall deliver the certificate (or an indemnity in a form reasonably satisfactory to the Board for any lost share certificate)

for the Preferred A Shares being converted (together with such other evidence of any as the Board may reasonably require to prove good title to those Preferred A Shares) to the Company at its registered office for the time being.

17.4. Where conversion of a Preferred A Share is mandatory on the occurrence of a Qualified Public Offering that conversion shall be effective only immediately before such Qualified Public Offering (and Conversion Date shall be construed accordingly) and if such Qualified Public Offering does not become effective or does not take place, such conversion shall be deemed not to have occurred.

17.5. On the Conversion Date, the relevant Preferred A Shares shall (without any further authority than that contained in these Articles) stand converted into Ordinary Shares:

- (a) in the event that there is no adjustment to the Preferred A Conversion Price pursuant to Article 18, on the basis of one Ordinary Share for each Preferred A Share held, or
- (b) in the event that there is an adjustment to the Preferred A Conversion Price pursuant to Article 18, on the basis of the following ratio

$$\frac{1 \text{ CP}_1}{\text{CP}_2}$$

(where CP_1 and CP_2 are as defined in article 18.1).

17.6. The Ordinary Shares resulting from any conversion of Preferred A Shares shall rank pari passu in all respects with the existing issued Ordinary Shares.

17.7. On the Conversion Date, except as set forth in Article 18, the Company shall enter the holder of the converted Preferred A Shares on the register of Shareholders of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder of Preferred A Shares delivering the relevant share certificate (or indemnity or other evidence) in respect of the Preferred A Shares in accordance with this Article 17.7 and the Company shall, within 10 (ten) Business Days of the Conversion Date, forward a definitive share certificate for the appropriate number of fully paid Ordinary Shares to such holder of Preferred A Shares by post to his address as shown in the register of Shareholders, at his own risk and free of charge.

18. ADJUSTMENT TO PREFERRED A SHARE CONVERSION PRICE

18.1. In the event the Company shall at any time after the date on which the first Preferred A Share was issued ("**Preferred A Original Issue Date**"), issue Additional Ordinary Shares (as defined in Article 18.2) without consideration or for a consideration per

share less than the Preferred A Share Conversion Price in effect immediately prior to such issue, then the Preferred A Share Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a penny) determined in accordance with the following formula:

$$CP_2 = CP_1 * ((A + B) / (A + C)).$$

For the purpose of the foregoing formula, the following definitions shall apply:

- (i) "**CP₂**" shall mean the Preferred A Share Conversion Price in effect immediately after such issue of Additional Ordinary Shares,
- (ii) "**CP₁**" shall mean the Preferred A Share Conversion Price in effect immediately prior to such issue of Additional Ordinary Shares,
- (iii) "**A**" shall mean the number of Ordinary Shares outstanding immediately prior to such issue of Additional Ordinary Shares (treating for this purpose as outstanding all Ordinary Shares issuable upon exercise of rights, options or warrants ("**Options**") to subscribe for, purchase or otherwise acquire Ordinary Shares or Convertible Securities (including the Preferred A Shares) outstanding (assuming exercise of any Options outstanding) immediately prior to such issue,
- (iv) "**B**" shall mean the number of Ordinary Shares that would have been issued if such Additional Ordinary Shares had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Company in respect of such issue by CP₁), and
- (v) "**C**" shall mean the number of such Additional Ordinary Shares issued in such transaction.

For the purpose of determining whether Additional Ordinary Shares have been issued for a consideration per share less than the Preferred A Share Conversion Price where that consideration is paid in a currency which is not the same as the currency of the Preferred A Share Conversion Price the consideration paid will be converted into US Dollars (at the closing mid-point spot exchange rate on the day of receipt of the subscription monies for the Additional Ordinary Shares by the Company, as published in the Financial Times newspaper).

- 18.2. The term "**Additional Ordinary Shares**" shall mean all Ordinary Shares issued (or, pursuant to Article 18.3, deemed to be issued) by the Company after the Preferred A Share Original Issue Date, other than Ordinary Shares issued pursuant to the Exceptions. For the avoidance of doubt, no adjustment will be made to the Conversion Price of the Preferred A Shares for any of the Exceptions.

18.3. Deemed Issue of Additional Ordinary Shares

If the Company at any time or from time to time after the Preferred A Shares Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves considered Exceptions) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of Ordinary Shares (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Ordinary Shares issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

18.4. Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Preferred A Share Conversion Price pursuant to the terms of this Article 18, the Preferred A Share Conversion Price shall be readjusted to such Preferred A Share Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

18.5. In the event of any Issue or Reorganisation, the Preferred A Share Conversion Price shall also be subject to adjustment on such basis as may be agreed by the Company with the holders of the Preferred A Shares within 5 (five) Business Days after any Issue or Reorganisation. If the Company and the holders of the Preferred A Shares cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of its Shareholders. The costs of the Auditors shall be borne by the Company.

In this Article 18, "**Issue**" or "**Reorganisation**" means any return of capital, issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for, or as an alternative to, a cash dividend), any consolidation or sub-division or any repurchase or redemption of shares (other than Preferred A Shares), or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company.

19. VALUATION

19.1. In these Articles, if Shares are issued otherwise than for cash, or Shares are offered to Shareholders other than for cash, including, without limitation in connection with an Exit

("non-cash issue") then, if the valuation of the non-cash issue cannot be ascertained within a reasonable time by the Board, the Board shall appoint an Independent Expert to determine the fair value of the non-cash issue.

- 19.2. The Independent Expert shall be requested to determine the fair value within 10 (ten) Business Days of their appointment and notify the Board of their determination.
- 19.3. Subject to any confidentiality provisions, the Independent Expert may have access to all accounting records or other relevant documents of the Company.
- 19.4. The Independent Expert's determination shall be final and binding on the parties (in the absence of fraud or manifest error).

20. LIEN

The Company shall have a first and paramount lien on every share issued by the Company whether fully paid or not, and to all shares registered in the name of any person indebted or under liability to the Company, whether he is the sole registered holder of the shares or one of several joint holders.

21. PARTLY PAID SHARES

If the subscription price of any share (including any premium) is partly paid, the rights to dividend and on a return of capital of any such share shall be reduced in the same proportion as the unpaid amount bears to the total subscription price.

22. INDEMNITY

Subject to the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, each Director or other officer or auditor of the Company 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 to them, including any liability incurred by him in defending any civil or criminal proceedings in which judgment 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 trust or breach of trust in relation to the Company's affairs. The Company may buy and maintain insurance against any liability falling upon its Directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs.

23. DATA PROTECTION

- 23.1. Each of the Shareholders and Directors (from time to time) consent to the processing of their personal data by the Company, its shareholders and directors (each a "**Recipient**") for due

diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.

23.2. The personal data that may be processed for such purposes under this Article 23 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or any regulated authority, that personal data shall not be disclosed by a Recipient or any other person, except to:

23.2.1. its Parent Undertaking,

23.2.2. Subsidiary Undertakings of that Parent Undertaking ("**Recipient Group Companies**"),

23.2.3. employees, directors and professional advisors of that Recipient or the Recipient Group Companies, and

23.2.4. funds managed by any of the Recipient Group Companies.

23.3. Each of the Shareholders and Directors (from time to time) consent to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where is it necessary or desirable to do so.

24. NOTICES

24.1. Subject to the requirements of the Act any notice given or document sent or supplied to or by any person under these Articles or otherwise sent by the Company under the Act may be given, sent or supplied:

(a) in hard copy form,

(b) in electronic form, or

(c) (by the Company) by means of a website (other than notices calling a meeting of Directors),

or partly by any of these means and partly by another of these means.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 24.

24.2. Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if abroad):

- (a) to the Company or any other company at its registered office, or
- (b) to the address notified to or by the Company for that purpose, or
- (c) in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members, or
- (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors, or
- (e) to any other address to which the provision of the Act authorises the document or information to be sent or supplied, or
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.

24.3. Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:

- (a) if delivered, at the time of delivery,
- (b) if posted on receipt of 48 hours after the time it was posted, whichever occurs first.

24.4. Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:

- (a) if sent by fax or email (provided that a fax number or email address has been notified to or by the Company for that purpose) be sent by the relevant form of communication to that address,
- (b) if delivered or sent by first class post (airmail if abroad) in an electronic form (i.e. sending a disc by post) be so delivered or sent as if in hard copy under Article 24.2, or
- (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify:
 - (i) on its website from time to time, or
 - (ii) by notice (in hard copy or electronic form) to all members of the Company from time to time.

24.5. Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:

- (a) if sent by fax or email (provided that a fax number or email address has been notified

to or by the Company for that purpose) be sent by the relevant form of communication to that address on receipt or 48 hours after the time it was sent, whichever occurs first,

- (b) if posted in an electronic form, upon receipt or 48 hours after the time it was posted, whichever occurs first,
- (c) if delivered in an electronic form, at the time of delivery, and
- (d) if sent by any other electronic means as referred to in Article 24.4(c), at the time such delivery is deemed to occur under the Act.

24.6. Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of the notice or other document shall be effective notwithstanding any receipt by the Company at any time of the notice either that such method of communication has failed or of the intended recipient's non-receipt.

24.7. Subject to the provisions of the Act, any notice or other document given or sent under these Articles by the Company to Shareholders may be given, sent or supplied by making it available on the Company's website.

25. EXIT

Any Exit must be approved by a special resolution of the Shareholders (excluding the holders of Preferred L Shares).