

Company No. 07775453

The Companies Act 2006

Company limited by shares

Written resolution

of

Fetch Media Limited

(passed on 31 October 2014)

Pursuant to **written resolution** of the company duly circulated on 31 October 2014 the following resolution was passed as a **special resolution** of the company

That the draft articles of association attached to this resolution be and they are adopted by the Company in substitution for, and to the exclusion of, its existing articles of association


Director

WEDNESDAY



A3KJ17EX

A38

12/11/2014

#194

COMPANIES HOUSE



FINAL VERSION

Company No 07775453

PRIVATE COMPANY LIMITED BY SHARES

**NEW ARTICLES OF
ASSOCIATION**
relating to
FETCH MEDIA LIMITED

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by several loops and a final flourish.

CONTENTS

1	TABLE A	1
2	DEFINITIONS AND INTERPRETATION	1
3	LIABILITY OF MEMBERS	4
4	SHARE RIGHTS - GENERAL	4
5	VARIATION OF SHARE RIGHTS	6
6	SHARES	6
7	LIEN	7
8	CALLS	7
9	TRANSFER OF SHARES - GENERAL	7
10	TRANSFERS OF SHARES	7
11	PRE-EMPTION RIGHTS ON TRANSFER	8
12	VALUATION	11
13	SHARE CERTIFICATES	11
14	GENERAL MEETINGS	11
15	WRITTEN RESOLUTIONS	12
16	PROCEEDINGS AT GENERAL MEETINGS	12
17	VOTES OF MEMBERS	13
18	DIRECTORS	14
19	DIRECTORS' INTERESTS	15
20	NOTICES	16
21	INDEMNITY	18

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

FETCH MEDIA LIMITED ("Company")

(adopted by a written resolution of the Company

dated **31 October** 2014)

1. TABLE A

- 1 1 Except as excluded or varied in these Articles, Table A (as defined below) will apply to the Company and will be deemed to form part of these Articles. Other than Table A, (as defined below), no other regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Company.
- 1 2 Regulations 8, 30, 50, 52, 64, 65, 73 to 81 (inclusive), 87 and 89 of Table A shall not apply to the Company and in addition to the remaining regulations of Table A (as varied hereby) the following articles constitute the regulations for the management of the Company.
- 1 3 Regulation 1 of Table A shall be modified by the deletion of the words "communication" means the same as in the Electronic Communications Act 2000, "electronic communication" means the same as in the Electronic Communications Act 2000 "

2. DEFINITIONS AND INTERPRETATION

- 2 1 In these Articles the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"**A Shares**" means the A ordinary shares of £0.01 each in the capital of the Company,

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

"**Auditors**" means the Company's incumbent auditors,

"**Board**" means the board of directors for the time being of the Company or any duly appointed committee thereof,

"**Business Day**" means a day other than a Saturday or Sunday on which banks are open for business in London,

"**Companies Acts**" means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company,

"DAN" means Dentsu Aegis UK Limited, being the company registered in England and Wales with number 01939690,

"Dentsu" means Dentsu Inc (company number) which has its registered office at 1-8-1 Higashi-shimbashi, Minato-ku, Tokyo, 105-7001, Japan,

"Dentsu Aegis Director" means any Director appointed by DAN from time to time under the provisions of Article 4 2 2.4(b),

"Dentsu Aegis Group" means Dentsu and all its subsidiaries (from time to time),

"Directors" means the directors for the time being of the Company,

"Electronic Communication" means any communication

(a) sent initially and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data and entirely transmitted, conveyed and received by wire, by radio, by optical or by other electromagnetic means, or

(b) sent or supplied by other means but while in electronic form,

"Equity Shares" means the issued A Shares and Ordinary Shares at any time, and all shares derived from them (and any of them) whether by conversion, consolidation or sub-division or by way of rights or bonus issue or otherwise in issue,

"Fair Value" has the meaning given in Article 12 in relation to share transfers,

"Family Trust" means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or an intestacy) under which the only persons being (or capable of being) beneficiaries are the individual beneficial owner of the Shares held in trust and/or his Privileged Relations and no power or control over the voting powers conferred by such Shares is exercisable at any time by or subject to the consent of any person other than the trustees as trustees or such individual beneficial owner or his Privileged Relations,

"Group Member" means the Company and its subsidiaries or subsidiary undertakings (as such terms are defined by sections 1159 and 1162 of the Act) from time to time and references to a **"Member of the Group"** or a **"Group Member"** will be construed accordingly,

"Independent Third Party Purchaser" means any party other than (a) a connected person (as defined in section 1122 of the Corporation Taxes Act 2010) or (b) a competitor of any member of the Dentsu Aegis Group,

"Interest" has the meaning ascribed to it in Article 2 3 4 1,

"Member" means any registered holder for the time being of any Share,

"Offer Notice" has the meaning ascribed to it in Article 11 7,

"Ordinary Shares" means the ordinary shares of £0.01 each in the capital of the Company

"Original Member" means a beneficial owner (being an individual) of Shares,

"Privileged Relation" means in relation to any Member (being an individual), the Member's spouse or civil partner (as defined in the Civil Partnership Act 2004) for the time being, parent or brother or sister, and all lineal descendants of that Member (including for this purpose any step-child, adopted child or illegitimate child of the Member or his lineal descendants) or any person who for the time being is married to any such lineal descendant but no lineal descendant may be a Privileged Relation whilst a minor,

"Retiring Shareholder" has the meaning ascribed to it in Article 11 2,

"Sale Notice" has the meaning ascribed to it in Article 11.2,

"Sale Shares" has the meaning ascribed to it in Article 11 2,

"Shares" means any share in the capital of the Company,

"Shareholders' Agreement" means any agreement between the Company and its members relating to the regulation of the Company,

"Table A" means the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) (as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 (SI 1985/1052), the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373), the Companies (Tables A-F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A-F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and

"Untaken Sale Shares" has the meaning ascribed to it in Article 11 8

2 2 Words and phrases which are defined or referred to in or for the purposes of the Companies Acts (excluding any statutory modification of that meaning not in force when these Articles become binding on the Company) or Table A have the same meanings in these Articles unless a contrary intention appears

2 3 In these Articles, unless a contrary intention appears

2 3 1 words which refer to the singular number include the plural number and vice versa, words which refer to one gender include all genders, and words which refer to persons include bodies corporate and unincorporated associations,

2 3 2 reference to a statute or a statutory provision includes reference to

2 3 2 1 the statute or statutory provision as modified or re-enacted or both from time to time, and

2 3 2 2 any subordinate legislation made under the statutory provision (as modified or re-enacted as set out above),

2 3 3 reference to a **"Regulation"** is to a regulation of Table A, and reference to an Article is to a provision of these Articles,

2 3 4 reference to a **"transfer"** of Shares or any similar expression will be deemed to include (without limitation)

2 3 4 1 any sale or other disposition of the legal or equitable interest in a Share (including any voting right attached to a Share) (**"Interest"**),

- 2 3 4 2 the creation of any mortgage, charge, pledge or other encumbrance over any Interest,
- 2 3 4 3 any direction by a Member entitled to an allotment or issue of Shares that a Share be allotted or issued to some person other than himself; and
- 2 3 4 4 any grant of an option to acquire either or both of the legal and equitable ownership of any Share by any Member entitled to any such Share,
- 2 3 5 reference to a "**group undertaking**" means, in relation to any undertaking, its parent undertaking (if any) and its subsidiary undertakings (as such terms are defined by section 1162 of the Act) and any other subsidiary undertakings of its parent undertaking, and
- 2 3 6 reference to "**written**" or "**in writing**" includes any method of representing or reproducing words in a legible form
- 2 4 Unless it is specifically stated otherwise, any dispute as to the Fair Value of Sale Shares or Transferring Shares under Article 11 4 or otherwise pursuant to these Articles, will be referred immediately to the Auditors for final determination. If the Auditors decline to act in respect of any such referral, the matter will be determined by an independent firm of chartered accountants agreed for the purpose by the parties concerned or, in default of agreement within five Business Days after the Auditors have declined to act, appointed by the incumbent president of the Institute of Chartered Accountants in England and Wales. The Auditors or independent accountants (as the case may be) will act as expert and not as arbitrator and their costs will be borne as directed by the Article in question or, if the Article is silent on the point, as directed by the Auditors/independent accountants. In the absence of any such direction, such costs will be borne equally between parties concerned. The written certificate of the Auditors/independent accountants (as the case may be) will be conclusive and binding on the Company and the Members (except in the case of fraud or manifest error)
- 2 5 The headings in these Articles are included for convenience only and do not affect the meaning of these Articles
- 2 6 Where, for any purpose, an ordinary resolution of the Company is required, a special resolution is also effective for that purpose
- 3. **LIABILITY OF MEMBERS**
The liability of members of the Company is limited to the amount, if any, unpaid on the Shares held by them
- 4. **SHARE RIGHTS - GENERAL**
 - 4 1 Regulation 2 shall not apply to the Company. The rights and restrictions attaching to the Shares are set out in full in these Articles
 - 4.2 **Share rights - Equity Shares**
 - 4 2 1 Save as expressly otherwise provided in these Articles the Equity Shares shall rank *pari passu* in all respects

4 2 2 The Equity Shares shall entitle the holder to the following rights

4 2 2 1 as regards dividends

the Company shall apply any profits which the Directors resolve to distribute in accordance with any Shareholders' Agreement to the holders of the Equity Shares in respect of their holdings of such shares *pari passu* and pro rata to the number of such Shares held by each of them,

4 2 2 2 as regards capital

on a return of assets on a liquidation, reduction of capital or otherwise, the holders of the Equity Shares shall be entitled (in proportion to the number of Equity Shares held by each of them) to participate in the surplus assets of the Company remaining after payment of its liabilities,

4 2 2 3 as regards voting in general meetings

each holder of Equity Shares shall be entitled to

- (a) receive notice of, and to attend and vote at, general meetings of the Company,
- (b) on a show of hands every holder of Equity 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
- (c) on a poll every holder of Equity Shares so present shall have one vote for each Share held by him,

4 2 2 4 as regards Directors

- (a) James Connelly shall be entitled, for so long as he holds any Shares, by notice in writing delivered to the registered office of the Company to nominate himself (or such other person as agreed by DAN) as directors of the Company and may resign his directorship by notice in writing delivered to the registered office of the Company and may also be removed by notice in writing delivered to the registered office of the Company signed by the relevant director (provided always that the Company does not incur any loss as a result of such removal) If James Connelly ceases to hold Shares, DAN may remove such director (or such other person nominated by him) by notice in writing delivered to the registered office of the Company which notice must also be copied to the director being so removed), and
- (b) DAN shall have the right, by notice in writing delivered to the registered office of the Company, to appoint such number of directors to the Board so as to constitute a majority and to remove from office any such person or persons for any

reason whatsoever, (provided always that DAN shall procure that the Company does not incur any loss as a result of such removal), and to appoint another person or persons in his or her place by giving the notice mentioned above

5. VARIATION OF SHARE RIGHTS

- 5 1 The rights attached to the Equity Shares may, in each case, be altered or abrogated (whether or not the Company is being wound up) only with the prior consent of the holders of the issued Shares of that class given in accordance with Article 5 2
- 5 2 The consent of the holders of a class of Shares may be given by
- 5 2 1 a special resolution passed at a separate general meeting of the holders of that class,
- 5 2 2 a written resolution in any form signed by or on behalf of the holders of not less than 75 per cent in nominal value of the issued Shares of that class

6. SHARES

- 6 1 Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may issue shares with such rights or restrictions as shall be set out in these Articles
- 6 2 Unless the Company by special resolution directs otherwise, any new Shares will be offered by the Directors for subscription to the holders of the Equity Shares in such proportions as equal (as nearly as possible) the proportion of Equity Shares held by them respectively at that time For the purpose of this Article, the Equity Shares will be treated as one class of Share
- 6 3 The offer will be made by notice specifying the number and class of Shares offered, the price per Share, and a time (being not less than 14 days) within which the offer, if not accepted, will be deemed to be declined At the end of that period or, if earlier, on the receipt of an indication from the person(s) to whom such notice is given that he/they decline(s) to accept some or all of the Shares so offered, the Directors will offer the declined Shares in the same proportions to the holders of Equity Shares who have accepted all the Shares initially offered to them This further offer will be made in the same manner as the original offer but may, at the discretion of the Directors, be limited to a period of seven days after which it will (to the extent that any Shares remain unaccepted) be deemed to have been withdrawn
- 6 4 Any Shares not taken up at the end of the procedure set out in Articles 6 2 and 6 3 may be offered by the Directors to an Independent Third Party Purchaser (to be approved by the Dentsu Aegis Director(s) and, subject to these Articles, the provisions of section 551 of the Act and to the prior approval of the Dentsu Aegis Director(s), such Shares will be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms as they think fit However
- 6 4 1 no Shares will be issued at a discount,
- 6 4 2 no Shares will be issued more than three months after the end of the period for acceptance of the last offer of such Shares under Articles 6 2 and 6 3 unless the procedure set out in those Articles is repeated in respect of such Shares, and

- 6 4 3 no Shares will be issued on terms which are more favourable than those on which they were offered to the Members
- 6 5 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 (within the meaning of section 560 of the Act) by the Company
- 6 6 If, due to any inequality between the number of new Shares to be issued and the number of Shares held by Members entitled to have the offer of new Shares made to them, any difficulty arises in the apportionment of any such new Shares amongst the Members, such difficulties will in the absence of direction by the Company be determined by the Board.

7. LIEN

The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all monies 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 7 The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof

8. CALLS

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

9. TRANSFER OF SHARES - GENERAL

- 9 1 No Member shall be permitted to transfer or otherwise dispose of Shares except as follows
- 9 1 1 as permitted by any Shareholders' Agreement, or
- 9 1 2 as permitted pursuant to Article 10 or Article 11, or
- 9 1 3 as the Company by special resolution may direct
- 9 2 The Directors shall refuse to register any transfer not made in accordance with this Article 9 but shall register any transfer duly presented to them and made in accordance with this Article 9

10. TRANSFERS OF SHARES

General Prohibitions

- 10 1 The Directors will not register any transfer of Shares to any person who, in the reasonable opinion of the Dentsu Aegis Director(s) (or in the absence of any Dentsu Aegis Director(s), DAN) is carrying on business directly or indirectly in competition with, the Dentsu Aegis Group the Company or any member of the Group

Permitted Transfer - Group transfers

- 10 2 DAN or any member of the Dentsu Aegis Group may transfer any Shares held by them to any company which is a member of the Dentsu Aegis Group
- 10 3 Where Shares have been transferred pursuant to Article 10 2 to an undertaking which is not or ceases to be a member of the Dentsu Aegis Group that undertaking shall forthwith transfer the Shares held by it to Dentsu or to a company which is a member of the Dentsu Aegis Group (and until they have been so transferred the Shares shall be wholly disenfranchised and have no rights to participate in any dividends)

Permitted Transfers - Privileged Relations

- 10 4 Any Share may be transferred
- 10 4 1 by an Original Member to the trustee or trustees of a Family Trust, and by any such trustee or trustee(s) to the Original Member, or to any other person or persons shown to the reasonable satisfaction of the Dentsu Aegis Director(s) (or in the absence of any Dentsu Aegis Director(s), DAN) to be a trustee or trustees for the time being (on a change of trustee) of the Family Trust in question, or
- 10 4 2 by an Original Member to his or her Privileged Relation(s), and by any such Privileged Relation(s) to the Original Member, or to any other person or persons shown to the reasonable satisfaction of the Dentsu Aegis Director(s) (or in the absence of any Dentsu Aegis Director(s), DAN) to be a Privileged Relation of the Original Member
- 10 5 Where Shares are held by a trustee or trustees on a Family Trust or by one or more Privileged Relations of an Original Member and any such person ceases to be
- 10 5 1 a trustee of the Family Trust of the beneficial owner of the Shares, or
- 10 5 2 a Privileged Relation of the Original Member
- such person will on or before the cessation transfer such Shares to a transferee permitted (as the case may be) under Article 10 4 1 or Article 10 4 2
- 10 6 If a Member fails or refuses to execute and deliver any transfer in respect of any Shares pursuant to its obligations under Article 10 5, the Board may (and will if requested by the Dentsu Aegis Director(s) (or in the absence of any Dentsu Aegis Director(s), DAN)) authorise any Director to execute and deliver the necessary transfer(s) on the defaulting Member's behalf. The Board will authorise registration of the transfer, and of the transferee as the holder of the Shares so transferred, once appropriate stamp duty (if any) has been paid. After registration, the title of the transferee as registered holder of such Shares will not be affected by any irregularity in or invalidity of such proceedings, which, will not be questioned by any person

11. PRE-EMPTION RIGHTS ON TRANSFER

- 11 1 Save in the case of a transfer of Shares pursuant to the provisions of Article 9, a transfer of Shares or any Interest therein may only be effected in accordance with the procedure and in the circumstances set out in this Article 11

Sale Notice

- 11 2 A person becoming entitled to Shares in consequence of the death or bankruptcy of a Member ("**Retiring Shareholder**") shall be deemed to have given a notice in writing ("**Sale Notice**") to the Company in respect of all the Shares to which they have become entitled or which they own ("**Sale Shares**") If any individual Member ("**Seller**") wishes to transfer any Shares held by him or transfer any Interest ("**Transferring Shares**"), he shall serve a Sale Notice on the Company and in the absence of doing so he shall be deemed to have served a Sale Notice on the Company in respect of the Transferring Shares he was attempting to transfer

Transfer Price

- 11 3 The Sale Notice shall constitute the Company as the agent of the Retiring Shareholder or the Seller (as the case may be) for the transfer of the Sale Shares or Transferring Shares (as the case may be) in accordance with this Article 11 at the following the price as determined in accordance with the provisions of Article 11 4 ("**Transfer Price**")
- 11 4 The Transfer Price shall be the fair value of the Sale Shares or Transferring Shares (as the case may be) as agreed between the Dentsu Aegis Directors(s) and the Retiring Shareholder or the Seller (as the case may be) and in the absence of agreement, shall be determined in accordance with Articles 2 4 and 12 ("**Fair Value**")

First offer to DAN

- 11 5 Within five Business Days of receipt of the Sale Notice the Company (in its capacity as agent for the Retiring Shareholder or the Seller (as the case may be)) shall offer at the Transfer Price the Sale Shares or the Transferring Shares (as the case may be) to DAN
- 11 6 If all of the Sale Shares or the Transferring Shares (as the case may be) are transferred to DAN, the provisions of Articles 11 7 and 11 8 will not apply If none or some only of the Sale Shares or the Transferring Shares (as the case may be) are so allocated, the provisions of Articles 11 7 and 11 8 will have effect as if references to Sale Shares or the Transferring Shares (as the case may be) was to those not allocated in accordance with Article 11 5

Offer to Members

- 11 7 Subject to Articles 11 5 and 11 6, if the Sale Shares or the Transferring Shares (as the case may be) are not all allocated to DAN within 15 Business Days following receipt of the Sale Notice by DAN, the Company shall serve a notice on all other holders of Shares (excluding the Seller or the Retiring Shareholder (as the case may be)) ("**Offer Notice**") specifying the Transfer Price and each such Member's proportional entitlement to the Sale Shares or the Transferring Shares (as the case may be) calculated as nearly as may be in the same proportion as the nominal amount of each such Member's existing holding of Shares (other than the Sale Shares or the Transferring Shares (as the case may be)) and the period during which the offer for sale of the Sale Shares or the Transferring Shares (as the case may be) shall remain open which shall be a period of not less than 14 days nor more than 28 days from the date of the Offer Notice The Offer Notice shall also invite each such Member to state in its or his reply the number of additional Shares (if any) in excess of its or his proportional entitlement which it or he desires to purchase
- 11 8 If the recipients of the Offer Notice do not all accept the offer in respect of their respective proportions in full, the Sale Shares or the Transferring Shares (as the case may be) not so accepted ("**Untaken Sale Shares**") shall be used to satisfy the claims for additional Sale Shares or the Transferring Shares (as the case may be) and if there are insufficient Untaken Sale Shares to satisfy all the claims for additional Sale Shares then the Untaken Sale Shares shall be offered to each Member making a claim for additional Sale Shares or the Transferring

Shares (as the case may be) in the same proportion (as nearly as may be) as the proportion that the aggregate nominal amount of such Member's Shares bears to the aggregate nominal amount of all the Shares held by the Members making claims for additional Sale Shares (provided that no Member shall be required to take more Sale Shares than it or she shall have applied for)

Completion of sale and purchase of Sale Shares / Transferring Shares

- 11 9 If the Company shall find purchasing Members in respect of all or any of the Sale Shares or the Transferring Shares (as the case may be) in accordance with the procedure set out in Articles 11 2 to 11 8 it shall give notice thereof to the Retiring Shareholder or Seller and the Retiring Shareholder or the Seller (as the case may be) and the purchasing Member(s) shall thereupon become bound to complete the sale and purchase of such Sale Shares within 14 days
- 11 10 If the Company fails to find purchasing Members for any or all of the Sale Shares or the Transferring Shares (as the case may be) following the procedure set out in Articles 11 2 to 11 8, the Retiring Shareholder or Seller shall be at liberty, at any time within six months after the Company has notified the Retiring Shareholder or the Seller of the outcome of these procedures, to transfer such of the Sale Shares or the Transferring Shares (as the case may be) as were not accepted by purchasing Members or in respect of which the sale was not completed (as the case may be) or, if the Retiring Shareholder or the Seller stated he was willing only to sell all, and not some only, of the Shares in which case if the Company does not find buyers for all the Sale Shares or the Transferring Shares, the Retiring Shareholder or the Seller may sell all of the Sale Shares or Transferring Shares to any Independent Third Party he may wish provided that such sale is completed at or above the Transfer Price and that otherwise the terms of the sale are no more favourable to the purchaser than those rejected by the existing Members

Default by the Retiring Shareholder or Seller

- 11 11 In the event of the Retiring Shareholder or Seller failing to carry out the sale of any of the Sale Shares or the Transferring Shares (as the case may be) to DAN or purchasing Members in accordance with the provisions of these Articles, the Directors may upon receipt of the purchase price payable in respect of the Sale Shares or the Transferring Shares (as the case may be), authorise some person to execute a transfer of the Sale Shares or the Transferring Shares (as the case may be) in favour of DAN or the purchasing Members and the Company may give a good receipt for the purchase price of such Sale Shares or the Transferring Shares (as the case may be) and may register DAN or the purchasing Members as holders thereof and issue to them certificates for the same whereupon the purchasing Members shall become indefeasibly entitled thereto. The Retiring Shareholder or Seller shall in such case be bound to deliver up his certificate for the Sale Shares or the Transferring Shares (as the case may be) to the Company whereupon the Retiring Shareholder or Seller shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Retiring Shareholder or the Seller without interest. If such certificate shall comprise any Shares which the Retiring Shareholder or Seller has not become bound to transfer as aforesaid the Company shall issue to the Retiring Shareholder or Seller a balance certificate for such Shares
- 11 12 The provisions contained in this Article 11 or any part thereof may be waived or varied in relation to any proposed transfer of Shares as the Company by special resolution may direct

12. VALUATION

Determination of "Fair Value"

If the Auditors (or, by virtue of Article 24, independent accountants) are required to determine Fair Value pursuant to Article 114, the provisions set out below will apply

- 12.1 Fair Value will be determined by the Auditors or, as the case may be, independent accountants, first valuing the Company as a whole

12.1.1 assuming, if the Company is then carrying on business as a going concern, that it will continue to do so,

12.1.2 assuming that the entire issued share capital of the Company is being sold as between a willing buyer and a willing seller by arm's-length private treaty for cash payable in full on completion,

12.1.3 taking account of any Shares which may be allotted pursuant to options which have been issued by the Company and which are still outstanding,

12.1.4 taking account of any bona fide offer for the Company received from an unconnected third party within six months prior to the Sale Notice being served or deemed to have been served,

12.1.5 taking account of any agreement made between DAN and the Seller or the Retiring Shareholder (as the case may be) pursuant to which DAN may have a requirement or an option to purchase such Shares, and

12.1.6 recognising that in any other circumstances the Shares are not freely marketable

- 12.2 Having valued the Company as a whole, the Auditors or, as the case may be, independent accountants will determine the Fair Value of the Shares concerned

12.2.1 having deducted from the value of the Company as a whole (if not already taken into account when so valuing the Company) any arrears, accruals or deficiencies of dividend on Shares of any other class,

12.2.2 having regard to whether the Shares concerned represent a majority or a minority interest, and

12.2.3 having regard to the rights and restrictions attached to the Shares concerned in respect of income, capital and transfer

13. SHARE CERTIFICATES

Regulation 6 is modified by adding after "Every certificate shall be sealed with the seal" the words "or executed in such other manner as the directors authorise, having regard to the Companies Act,"

14. GENERAL MEETINGS

- 14.1 Regulation 37 is modified by the deletion of the words "eight weeks" and the substitution for them of the words "28 days" and by the insertion of the words "or the Dentsu Aegis Directors acting alone" after the second word of that Regulation

- 14 2 A general meeting may consist of a conference between Members where some or all of them are in different places if each Member who participates is able
- 14 2 1 to hear each of the other participating Members addressing the meeting, and
- 14 2 2 if he so wishes, to address all of the other participating Members simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods
- 14 3 A quorum is deemed to be present if those conditions are satisfied in respect of at least the numbers required to form a quorum A meeting held in this way is deemed to take place where the largest group of participating Members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates A resolution put to the vote of a meeting will be decided by each Member indicating to the chairman (in such manner as the chairman may direct) whether the Member votes in favour of or against the resolution or abstains References in this Article 14 3 to Members includes their duly appointed proxies and, in the case of corporate Members, their duly authorised representatives

15. WRITTEN RESOLUTIONS

A proposed written resolution lapses if it is not passed before the end of the period of 28 days beginning with the circulation date (as defined in section 290 of the Act) The "requisite percentage" of members who can require circulation of a written resolution and any accompanying statement under section 292 of the Act is five per cent

16. PROCEEDINGS AT GENERAL MEETINGS

- 16 1 Subject to Article 16 2, Regulation 40 is modified so that the quorum for any general meeting (other than a separate class meeting) will include at least two Members present in person or by proxy (or, in the case of a corporate Member, through its authorised representative) one of whom shall be DAN
- 16 2 If any meeting is adjourned pursuant to Regulation 41 because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present (whether in person, by proxy or, in the case of a corporate Member, by a duly authorised representative) will, provided DAN is present, form a quorum Regulation 41 is modified accordingly
- 16 3 In Regulation 44 the words "of the class of shares the holders of which appointed him as director" shall be substituted for the words "any class of shares in the company"
- 16 4 A poll may be demanded by the chairman or any Member present in person or by proxy or (in the case of a corporate Member) by a duly authorised representative and Regulation 46 shall be modified accordingly
- 16 5 In the case of an equality of votes whether on a show of hands or on a poll the Chairman shall not have a casting vote Regulation 50 shall be modified accordingly
- 16 6 A corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such persons as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members The person so

authorised is entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member

- 16 7 A Director (including an alternate Director) shall not require any shareholding qualification but shall nevertheless be entitled to receive notice of and attend and speak at any general meeting of the Company

- 16 8 Regulation 51 is amended by replacing the first and second sentences with the following words

"A poll demanded will be taken immediately"

- 16 9 Regulation 53 is modified by the addition of the following sentence at the end

"If such a resolution in writing is described as a special resolution or as an extraordinary resolution or as an elective resolution, it will have effect accordingly"

17. VOTES OF MEMBERS

- 17 1 Regulation 54 shall not apply to the Company

- 17 2 Regulation 56 shall be modified by the deletion of the words "instruments of proxy, not less than 48 hours before the time appointed for holding" and substituting instead the words "forms of proxy, within the time limits prescribed by these Articles for deposit of forms of proxy for use at" and by including the words "or poll" after the words "adjourned meeting"

- 17 3 Regulation 57 is modified by the inclusion after the word "shall" of the phrase ", unless the Directors otherwise determine,"

- 17 4 Regulation 59 shall not apply to the Company

- 17 5 When two or more valid but different forms of proxy or appointments of proxy by electronic means are delivered or received in respect of the same share for use at the same meeting, the one which is last validly delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that share. If the Company is unable to determine which was last delivered or received, none of them shall be treated as valid in respect of that share. Deposit or delivery of an appointment of proxy will not preclude a Member from attending and voting at the meeting or at any adjournment of the meeting

- 17 6 Subject to Article 17 7 a form appointing a proxy shall be in writing in the usual form, or in such other form which the directors may approve, and shall be executed by or on behalf of the appointor

- 17 7 Subject to the Act, the directors may resolve to allow a proxy to be appointed by an Electronic Communication subject to such limitations, restrictions or conditions as the Directors think fit (including, without limitation, the ability to require such evidence as they consider appropriate to decide whether the appointment of a proxy in such manner is effective)

- 17 8 In order for the appointment of proxy to be valid

17 8 1 (in the case of an appointment of proxy by hard copy) the form of the proxy, together with the relevant documents, if any, must be

- 17 8 1 1 left at or sent by post to the office (or such other place within the United Kingdom as is specified in the notice convening the meeting and/or in any form of proxy or other accompanying document sent out by the Company in relation to the meeting) by the relevant time, or
 - 17 8 1 2 duly delivered in accordance with Article 17 10,
 - 17 8 2 (in case of an appointment of proxy by Electronic Communication) the communication appointing the proxy, together with the relevant evidence, must be received at the address by the relevant time
- 17 9 For the purposes of Article 17 8,
 - 17 9 1 for the purpose of appointing a proxy by Electronic Communication the "address" means the number or address which has been specified by the Company for the purpose of receiving Electronic Communications appointing proxies,
 - 17 9 2 "relevant documents" means either (i) the power of attorney or other authority relied on to sign the form of proxy, or (ii) a copy of such document certified as a true copy of the original by a notary or solicitor or certified in some other way approved by the Directors,
 - 17 9 3 "relevant evidence" means any evidence required by the Directors in accordance with the provisions of Article 17 7, and
 - 17 9 4 "relevant time" means 48 hours before the time appointed for the commencement of the meeting or adjourned meeting to which the proxy appointment relates
- 17 10 If a meeting is adjourned for less than 48 hours, a form of proxy may also be delivered in hard copy form at the adjourned meeting to the chairman or to the secretary or to any Director
- 17 11 Regulations 60 to 62 (inclusive) shall not apply to the Company
- 18. DIRECTORS**
 - 18 1 Any Director (other than an alternate Director) may by writing under his hand appoint any other person willing so to act to be an alternate Director and may remove from office an alternate Director so appointed by him
 - 18 2 The Directors shall not be required to retire by rotation
 - 18 3 The office of Director shall be vacated if any Director
 - 18 3 1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a director,
 - 18 3 2 he becomes bankrupt or makes any arrangement or composition with his creditors generally,
 - 18 3 3 he becomes, in the opinion of all his co-Directors, incapable by reason of mental disorder of discharging his duties as Director,

- 18 3 4 he resigns his office by notice in writing to the Company,
- 18 3 5 (other than in the case of the Dentsu Aegis Director(s)) he has for more than six consecutive months been absent without permission of the Directors from meetings of Directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the Directors resolve that his office be vacated,
- 18 3 6 (other than in the case of the Dentsu Aegis Director(s)) he is removed from office by notice addressed to him at his last-known address and signed by all his co-Directors,
- 18 3 7 is removed from office by his appointor pursuant to these Articles,
- 18 3 8 being an executive Director he ceases, for whatever reason, to be employed by any Group Member or any Member of the Dentsu Aegis Group
- 18 4 Regulation 88 shall be read and construed as if the word "not" in line 3 thereof were omitted
- 18 5 A quorum shall be present for the transaction of business of the Directors whether at a meeting of the Board or any duly appointed committee only when the majority of Directors present are Dentsu Aegis Directors. A person who holds office only as an alternate shall in the absence of his appointor be counted as part of the quorum whether or not he is also a Director and therefore counted as part of the quorum in his own capacity and Regulation 72 shall be modified accordingly
- 18 6 A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested including any appointment to office or employment with the Company or any body corporate in which the Director is interested or upon any matter arising there out and if he shall so vote his vote shall be counted and he shall be counted in reckoning a quorum when any such contract or arrangement is under consideration and Regulations 94 and 97 shall be modified accordingly
- 18 7 Any Director enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone) which allows all the other Directors present at such meeting (whether in person or by alternate or by means of such type of communication device) to hear at all times all other Directors present at such meeting (whether in person or by alternate or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum

19. DIRECTORS' INTERESTS

- 19 1 For the purposes of section 175 of the Act, a Director shall be authorised
 - 19 1 1 to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any group undertaking (as defined in section 1161 of the Act) of the Company,
 - 19 1 2 to participate in any scheme, transaction or arrangement for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme), and

- 19 1 3 to act as a trustee of any scheme for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension, retirement, death or disability scheme or other employee benefit scheme)
- 19 2 The following provisions of this Article apply to any authorisation of a matter by the Directors for the purposes of section 175 of the Act
- 19 2 1 an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised,
- 19 2 2 an authorisation shall be subject to such conditions or limitations as the Directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the Directors at any time, and
- 19 2 3 a Director shall comply with any obligations imposed on him by the Directors pursuant to any authorisation
- 19 3 If a matter, office, employment, position or interest, has been authorised in Article 19 1 or by the Directors for the purposes of section 175 of the Act, then the Director in question shall not be required to disclose to the Company any confidential information relating to such matter, or to such office, employment, position or interest, or to use such information in relation to the Company's affairs if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, position or interest
- 19 4 A Director shall not be accountable to the Company for any remuneration or other benefit which he (or a person connected with him) derives from any office, employment, position or interest authorised in Article 19 1 or by the Directors for the purposes of section 175 of the Act, nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act
- 19 5 Without prejudice to the obligation of any Director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Act and subject always to section 175(6) of the Act and the terms on which any authorisation of or by the Directors for the purposes of section 175 of the Act has been given, a Director (including an alternate director) may vote at any meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest, and, if he does so vote, his vote shall be counted and he shall be counted in the quorum present at a meeting in relation to any such resolution

20. NOTICES

- 20 1 Any notice or other document to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and shall be delivered in accordance with Article 20 2.
- 20 2 Any notice or other document may only be served on, or delivered to, any Member by the Company or by any other Member
- 20 2 1 personally,

- 20 2 2 by sending it through the post in a prepaid envelope addressed to the Member at his registered address (whether such address is in the United Kingdom or otherwise),
 - 20 2 3 by delivery of it by hand to or leaving it at that address in an envelope addressed to the Member, or
 - 20 2 4 except in the case of a share certificate and only if an electronic address has been specified by the Member for such purpose, by Electronic Communication
- 20 3 Nothing in Article 20 2 shall affect any provision of the Act requiring offers, notices or documents to be served on or delivered to a Member in a particular way
- 20 4 In the case of joint holders of a Share
- 20 4 1 all notices and other documents shall be given to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders, and
 - 20 4 2 any request for consent to the receipt of Electronic Communications shall be sent to the person named first in the register in respect of the joint holding and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders
- 20 5 Any notice or other document may only be served on, or delivered to, the Company by anyone
- 20 5 1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company,
 - 20 5 2 by delivering it by hand to its registered office or such other place in the United Kingdom as may from time to time be specified by the Company, or
 - 20 5 3 if an address has been specified by the Company for such purpose, by Electronic Communication
- 20 6 Any notice or other document (other than any notice or other document given to the Company including, for the avoidance of doubt, the appointment of a proxy)
- 20 6 1 addressed to the recipient in the manner prescribed by these Articles shall, if sent by post, be deemed to have been served or delivered
 - 20 6 1 1 (if prepaid as first class) 24 hours after it was posted,
 - 20 6 1 2 (if prepaid as second class) 48 hours after it was posted,
 - 20 6 1 3 (if prepaid as airmail) 72 hours after it was posted
- and in proving such service, it shall be sufficient to prove that the envelope containing such notice or document was properly addressed, prepaid and posted,

- 20 6 2 not sent by post, but delivered by hand to or left at an address in accordance with these Articles, shall be deemed to have been served or delivered on the day it was so delivered or left,
- 20 6 3 sent by Electronic Communication shall be deemed to have been served or delivered
- 20 6 3 1 in the case of a notice or other document sent in an electronic form but by a manner authorised by Articles 20 2 2 or 20 2 3, in accordance with the provisions of Articles 20 6 1 or 20 6 2, as appropriate,
- 20 6 3 2 otherwise at the time the Electronic Communication was sent, and in proving such service, it shall be sufficient to produce (in the case of a fax) a transaction report or log generated by a fax machine which evidences the fax transmission and (in any other case) a confirmation setting out either the total number of recipients to whom or each recipient to whom the message was sent
- 20 7 Regulations 111, 112 and 115 will not apply to the Company

21. INDEMNITY

Subject to the provisions of the Act and in addition to such indemnity as is contained in Regulation 118 every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office