

Adopted by Special Resolution on 23 August 2023

Articles of Association of SCA Investments Limited

COMPANY NUMBER
08027386 THE COMPANIES
ACT 2006
PRIVATE COMPANY LIMITED BY
SHARES ARTICLES OF ASSOCIATION
OF
SCA INVESTMENTS LIMITED

(Adopted by special resolution passed on 23 August 2023)

INTRODUCTION

1 Interpretation

1.1 In these Articles, unless expressly provided otherwise, the following words have the following meanings:

“A Ordinary Shares”	means the A ordinary shares of £0.001 each in the capital of the Company;
“A Ordinary Shareholders”	means the holders of A Ordinary Shares;
“Actions”	has the meaning given to it in Article 13.4;
“Adanac”	means Adanac Separate Limited Partnership, a partnership established in Jersey with a registered address at 44 Esplanade, St Helier, Jersey, JE4 9WG and registered number 60 and references to Adanac shall include any nominees that hold Shares on its behalf or any of its Permitted Transferees to whom Shares have been transferred;
“Act”	means the Companies Act 2006;
“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 from time to time);
“Adoption Date”	means the date on which these Articles were adopted by special resolution on the date set out in the cover page above;

"Affiliate"

of a person means:

- (a) in case of a natural person, any spouse or descendent of such natural person and any other person that is, directly or indirectly, through one or more persons, connected with or controlled by such a natural person; and
- (b) in the case of a person other than a natural person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first named person; provided, however, in case of this sub-paragraph (b), the Affiliate shall include without limitation in relation to the first named person, (i) any fund, trust, partnership (including, any co-investment partnership), special purpose or other vehicle, in which such first named person is a general partner, investment manager or advisor; (ii) any general partner of such first named person; and (iii) any general partner, managing member, officer or director of such first named person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such first named person. With respect to SVF II, SoftBank Vision Fund L.P, SoftBank Vision Fund II-2 L.P, and/or any subsidiary, holding company or controlled Affiliate of SoftBank Vision Fund L.P. and/or SoftBank Vision Fund II-2 L.P shall be deemed to be an "Affiliate" of SVF II;

"Angel CoFund"

means Angel Cofund (registered number: 07864831) of Steel City House, West Street, Sheffield, England, S1 2GQ;

"Articles"

means these articles of association of the Company;

“Associated Company”	<p>means, in relation to:</p> <ul style="list-style-type: none"> (a) any one company (the “First Company”) any company which is a holding company of, a subsidiary of, or a subsidiary of a holding company, of the First Company, or (b) an individual, any company which the individual has a Controlling Interest in; (c) in the case of Unilever only, means any other member of the Unilever Group; (d) in the case of the BGF Investors only, means any other member of the BGF Group; (e) in the case of the SVF II Investor only, means any Affiliate of the SVF II Investor; (f) in the case of Railpen only, means any other member of the Railpen Group;
“Auditors”	means the auditors of the Company from time to time;
“Available Profits”	means profits available for distribution within the meaning of part 23 of the Act;
“B Ordinary Share Issue Price”	means the Issue Price at which the relevant B Ordinary Share was subscribed;
“B Ordinary Shares”	means the B ordinary shares of £0.001 each in the capital of the Company;
“B Ordinary Shareholders”	means the holders of B Ordinary Shares;
“Bad Leaver”	<p>means an Employee Shareholder who ceases to be an Employee at any time:</p> <ul style="list-style-type: none"> (a) by reason of Misconduct; or (b) for any reason and provides services (as an employee or otherwise) to a Competitor within six months after the date on which such Employee Shareholder ceased to be an Employee;

“BGFI”	means BGF Investments LP, a limited partnership registered in England and Wales with number LP014928 whose registered office is at 13-15 York Buildings, London WC2N 6JU, and references to BGFI shall include any nominees that hold Shares on its behalf or any of its Permitted Transferees to whom Shares have been transferred;
“BGFV”	means BGF Ventures LP, a limited partnership registered in England and Wales with number LP17753 whose registered office is at 13-15 York Buildings, London WC2N 6JU, and references to BGFV shall include any nominees that hold Shares on its behalf or any of its Permitted Transferees to whom Shares have been transferred;
“BGF Group”	means BGFV, BGFI, the BGF Manager, any Member of the Same Group as the BGF Manager, any person, fund, partnership or company (or any nominees of them) managed or advised by the BGF Manager or a Member of the Same Group as the BGF Manager, or of which the BGF Manager or a Member of the Same Group as the BGF Manager is a general partner, in each case being a subsidiary, person, fund, partnership or company carrying on the business of the making, managing or advising on the holding of share investments and "member of the BGF Group" shall be construed accordingly;
“BGF Investors”	means BGFV and BGFI and "BGF Investor" shall mean any one of them;
“Board”	means the board of Directors of the Company from time to time;
“Business Day”	means any day (other than a Saturday or Sunday) when banks are open in the city of London for the transaction of general banking business;
“C Ordinary Shares”	means the C ordinary shares of £0.001 each in the capital of the Company;
“C Ordinary Shareholders”	means the holders of C Ordinary Shares;
“Call”	has the meaning given to it in Article 27.3;
“Call Notice”	has the meaning given to it in Article 27.3;

“Called Shareholder”	has the meaning given to it in Article 22;
“Chairperson”	the chair of the board of Directors from time to time as appointed under Article 6.15;
“Companies Acts”	has the meaning given to it in the Act;
“Company”	means SCA Investments Limited (Company Number 08027386);
“Competitor”	means a competitor of the Company as determined at the sole discretion of the remuneration committee of the Board from time to time;
“connected”	has the meaning given in section 252 of the Act;
“Controlling Interest”	means an interest in shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;
“Covered Party”	means: (i) any person whose primary business is the provision of recipe kits and/or meal kits on a subscription basis or on an on-demand basis in the consumer retail industry and who operates such primary business in the Territories; and (ii) any of Mindful Chef Ltd., HelloFresh SE, SimplyCook Ltd., Blue Apron, LLC and MMM Consumer Brands Inc. (trading as Marley Spoon);
“D Ordinary Shares”	means the D ordinary shares of £0.001 each in the capital of the Company;
“D Ordinary Shareholders”	means the holders of D Ordinary Shares;
“Deemed Transfer Notice”	means a Transfer Notice which is deemed to have been served by any of the provisions of these Articles;
“Directors”	means the directors of the Company from time to time, including any Investor Director;
“Disposal”	means the disposal by the Company of, in one or a series of transactions, a majority (or higher proportion) of its business and assets, whether by sale, exclusive licence not entered into in the ordinary course of business or otherwise;
“E Ordinary Shares”	means the E ordinary shares of £0.001 each in the capital of the Company;

“E Ordinary Shareholders”	means the holders of E Ordinary Shares;
“Effective Termination Date”	means the date on which the Employee's employment or consultancy terminates or the date on which the Employee or the Company shall receive notice of such termination (if earlier);
“Eligible Director”	means a Director who is entitled to vote on any particular matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter as a result of a Conflict (as defined in Article 8.1));
“Employee”	means an individual who is employed by or who provides consultancy services to, the Company or any member of the Group, excluding for the avoidance of doubt any Investor or Investor Director;
“Employee Shares”	<p>in relation to an Employee, means all Ordinary Shares held by:</p> <ul style="list-style-type: none"> (i) the Employee in question; and (ii) by any Permitted Transferee of that Employee other than those Ordinary Shares held by those persons that the Investors (acting by Investor Consent) declare themselves satisfied were not acquired directly or indirectly from the Employee or by reason of his or her relationship with the Employee, <p>but for the avoidance of doubt shall not include</p> <ul style="list-style-type: none"> (i) any Shares allotted or Shares issued upon exercise of options over Shares granted to such Employee (other than the Founder) pursuant to the Share Option Plan or other share option scheme approved by the Board, (ii) any Shares for which an Employee subscribed for value in connection with a bona fide investment into the Company by way of subscription for Shares and (iii) any Shares allotted or Shares issued upon exercise of options over Shares granted to the Founder or James Carter pursuant to the Share Option Plan or other share option scheme approved by the Board on or after 24 April 2015;
“Employee Shareholder”	means any Shareholder who is an Employee;

“Employee Trust”	means a trust, the terms of which are approved by an Investor Consent, whose beneficiaries are the bona fide employees of the Group;
“Excess Shares”	<p>means:</p> <ul style="list-style-type: none"> (i) in respect of any Investor other than Tylus Limited, such number of Shares (if any) as is required to be deducted from the number of Shares held, directly or indirectly, by any Investor from time to time (but excluding, in the case of Perwyn, any Shares owned by Tylus Limited) such that, in respect of any Shareholder resolution, approval or matter requiring a vote of Shareholders, the relevant Investor may cast no more than 20% of the votes eligible to be cast on such resolution, approval or matter; ; and (ii) in respect of Tylus Limited, such number of Shares (if any) as is required to be deducted from the number of Shares held by Tylus Limited from time to time, such that, in respect of any Shareholder resolution, approval or matter requiring a vote of Shareholders, Tylus may cast no more than 1% of the votes eligible to be cast on such resolution, approval or matter.
“Existing Supplemental Subscription Agreement”	means the supplemental subscription agreement relating to the Company dated 27 June 2014;
"Exit"	means a Share Sale, Disposal, Listing or distribution of surplus assets on a Liquidation, or the consummation of such by way of a drag-along effected pursuant to Article 22 or any other compulsory transfer process;

“F&G Issue Price”	means the price at which the relevant F Ordinary Share or G Ordinary Share was subscribed for being either £8.552 per Share (the “F&G Higher Issue Price”) for F Ordinary Shares and G Ordinary Shares subscribed for pursuant to the Existing Supplemental Subscription Agreement or £5.6473 per Share (the “F&G Lower Issue Price”) for F Ordinary Shares and G Ordinary Shares subscribed for pursuant to the Prior Subscription and Shareholders Agreement and or deeds of subscription and adherence thereto, and the difference between the F&G Lower Issue Price and the F&G Higher Issue Price shall be termed the “F&G Issue Price Difference” ;
“F&G Lower Issue Price Recipients”	means the A Ordinary Shareholders, C Ordinary Shareholders, D Ordinary Shareholders, E Ordinary Shareholders and those F Ordinary Shareholders and G Ordinary Shareholders who receive the F&G Lower Issue Price under Articles 12(d) or 12(e) or Articles 13.1(d) or 13.1(e), as the case may be;
“F&G Lower Issue Price Shares”	means any Shares in respect of which the F&G Lower Issue Price is received by the F&G Lower Issue Price Recipients on an application of Articles 12(d) and Article 12(e), or Articles 13.1(d) and Article 13.1(e), as the case may be;
“F Ordinary Shares”	means the F ordinary shares of £0.001 each in the capital of the Company;
“F Ordinary Shareholders”	means the holders of F Ordinary Shares;
“Fidelity Group”	Fidelity International Limited and its subsidiary undertakings;
“Fidelity Investor”	fund, unit trust or partnership managed or advised by a member of the Fidelity Group;
“Fidelity Shareholder”	Fidelity Funds SICAV in respect of Fidelity Funds - Sustainable Water & Waste Pool (F/SWWP), Fidelity Funds - Sustainable Climate Solutions Pool (F/CLS) and Fidelity Funds - Sustainable Climate Solutions Pool 2 (F/CLSI) and Fidelity Investment Funds OEIC in respect of the Fidelity Sustainable Water & Waste Fund (SWWF)
“Financial Year”	means an accounting reference period (as defined in section 391 of the Act) of the Company;

“Founder”	means Timo Boldt;
“Founder Shares”	means all Shares legally and/or beneficially owned by the Founder and any Permitted Transferee of him either directly or indirectly (other than those Shares held by those persons that the Board declares itself satisfied were not acquired directly or indirectly from him) on the Series L Adoption Date;
“Fund Manager”	means a person whose principal business is to make, manage or advise upon investments in securities;
“G Ordinary Shares”	means the G ordinary shares of £0.001 each in the capital of the Company;
“G Ordinary Shareholders”	means the holders of G Ordinary Shares;
“Grosvenor”	means Grosvenor Food & AgTech Limited;
“Group”	means the Company and its subsidiaries (if any) from time to time and Group Company shall be construed accordingly;
“H Ordinary Shareholders”	means the holders of H Ordinary Shares;
“H Ordinary Shares”	means the H ordinary shares of £0.001 each in the capital of the Company;
“H Ordinary Share Issue Price”	means £11.58 per H Ordinary Share;
“Harbrook”	means Harbrook Limited, a company organised under the laws of Jersey with company number 83494, whose registered office is at 44 Esplanade, St Helier, Jersey JE4 9WG;
“Harbrook Investors”	means Harbrook, Adanac and Mark Evans;
“Hargreave Investors”	means Hargreave Hale AIM VCT plc (company number 05206425), a company registered in England and Wales with its registered office at Talisman House, Boardmans Way, Blackpool, England, FY4 5FY, and the IFSL Marlborough Funds, and references to the Hargreave Investors shall include any of their respective nominees that hold Shares on their behalf or any of their respective Permitted Transferees to whom Shares have been transferred;

“Hargreave Manager”	means Canaccord Genuity Asset Management Limited (company number 03146580) whose registered office is at 88 Wood Street, London, England, EC2V 7QR;
“holding company”	has the meaning given in section 1159 of the Act;
“Holding Company Reorganisation”	<p>means any transaction involving the issue of shares in the capital of a New Holding Company to the Shareholders, the object or intent of which is to interpose the New Holding Company as the sole owner of the Company in connection with or in preparation for a Listing such that immediately subsequent to such transaction:</p> <p>(i) the number and class of shares comprised in the issued share capital of the New Holding Company, the identity of the shareholders of the New Holding Company, and the number and class of shares held by each such person matches the issued share capital of the Company and the identity of Shareholders and the number and class of Shares held by each such person immediately prior to such transaction (save for the fact that such shares are issued by a different company);</p> <p>(ii) the rights attaching to each class of share comprised in the New Holding Company matches those rights attaching to the like class of share comprised in the share capital of the Company immediately prior to such transaction (save for the fact that such shares are issued by a different company and/or in a different jurisdiction with attendant differences in company law); and</p> <p>(iii) the constitutional documents of the New Holding Company are the same in substantive effect as the articles of association of the Company immediately prior to such transaction (save for the fact that they apply in respect of a different company, and as to matters and modifications to reflect that the New Holding Company may be incorporated in a jurisdiction other than England and Wales);</p>
“I Ordinary Shareholders”	means the holders of I Ordinary Shares;
“I Ordinary Shares”	means the I ordinary shares of £0.001 each in the capital of the Company;

“I Ordinary Share Issue Price”	means £20.08 per I Ordinary Share;
“IFSL Marlborough Funds”	<p>means each of:</p> <p>(a) the IFSL Marlborough Special Situations Fund, an authorised unit trust established by a trust deed on 26 May 1995;</p> <p>(b) the IFSL Marlborough UK Micro-Cap Growth Fund, an authorised unit trust established by a trust deed on 8 September 2004; and</p> <p>(c) the IFSL Marlborough Nano-Cap Growth Fund, a sub-fund of The IFSL Marlborough No 2 OEIC,</p> <p>and references to the IFSL Marlborough Funds shall include any of their respective nominees that hold Shares on their behalf or any of their respective Permitted Transferees to whom Shares have been transferred;</p>
“Independent Expert”	means the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed by the Company and the Seller or, in the absence of agreement between the Company and the Seller on the identity of the expert or its terms of appointment within 10 Business Days after the expiry of the 20 Business Day period referred to in Article 19.7, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator);
“Investment Agreement”	means the amended and restated subscription and shareholders agreement dated on or about the Adoption Date between, amongst others, the Company and the Investors (as the same may have been varied, supplemented, adhered to or suspended in accordance with its terms (or these Articles) for the time being);
“Investor Consent”	means the prior written consent of the holders of at least 50 per cent of the Shares held by the Investors from time to time (disregarding for this purpose any Excess Shares);

“Investors”	means Perwyn, the MMC Funds, Unilever, the Harbrook Investors, the Hargreave Investors, the BGF Investors, the SVF II Investor, Grosvenor and Railpen and in each case their Permitted Transferees who may from time to time hold the majority of the I Ordinary Shares, the J Ordinary Shares, the K Ordinary Shares, the L Ordinary Shares and the M Ordinary Shares held by such persons (provided that if no single Permitted Transferee holds the majority of such Shares, Perwyn, the MMC Funds, Unilever, the Harbrook Investors, the Hargreave Investors, the BGF Investors, the SVF II Investor, Grosvenor or Railpen (as the case may be) may designate one of its Permitted Transferees as the relevant Investor) immediately following the Adoption Date, excluding in each case any such person who holds such shares solely as a result of accepting an offer made pursuant to Article 18;
“Investor Director”	means any director of the Company from time to time appointed pursuant to Articles 6.1, 6.3, 6.4, 6.5, 6.7, 6.8, 6.9, 6.10 or 6.11;
“Investor Fund Manager”	means a Fund Manager who advises or manages an Investor;
“Listing”	means the admission of all or any of the Shares (including by way of a direct listing or introduction or by way of a business combination that has the effect of effecting the admission of the Shares using a listed special purpose acquisition vehicle) or securities representing those Shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) to or the grant of permission by any like authority for the same to be admitted to or traded or quoted on NASDAQ or the New York Stock Exchange or the Official List of the Financial Conduct Authority and the main market for listed securities or the AIM Market each operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000), provided at all times that the minimum free float requirements of any such stock exchange shall be adhered to in respect of such admission to trading;
“Issue Date”	means, in respect of any Share, the date on which it is issued by the Company, as evidenced by the Company's register of members;

“Issue Price”	in respect of any Share, means the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium;
“J Ordinary Shares”	the J ordinary shares of £0.001 each in the capital of the Company;
“J Ordinary Shareholders”	the holders of J Ordinary Shares;
“J Ordinary Share Issue Price”	means (i) £29.88 per J Ordinary Share in respect of the J Ordinary Shares issued between 4 August 2016 and 5 October 2017 (inclusive); (ii) £44.34 per J Ordinary Share in respect of the J Ordinary Shares issued between 22 December 2017 and 27 February 2018 (inclusive); (iii) £52.99 per J Ordinary Share in respect of the J Ordinary Shares issued between 22 August 2018 and 18 October 2018 (inclusive); (iv) £67.38 per J Ordinary Share in respect of the J Ordinary Shares issued between 12 July 2019 and the date prior to the Series J Adoption Date (inclusive); and (v) £111.25 per J Ordinary Share in respect of the J Ordinary Shares issued on or after the Series J Adoption Date. For the avoidance of, where a Shareholder holds shares which were issued with one or more different issue price(s), each J Ordinary Share held by such shareholder shall, at all times, be attributed with its applicable issue price for the purpose of these Articles, and, in particular, the application of Articles 12 and 13);
“Junior Shares”	means the Shares other than the B Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares, J Ordinary Shares, K Ordinary Shares, L Ordinary Shares and M Ordinary Shares;
“Junior Shareholders”	means the holders of the Junior Shares;
“K Ordinary Shares”	the K ordinary shares of £0.001 each in the capital of the Company issued on the Series K Adoption Date;
“K Ordinary Shareholders”	the holders of K Ordinary Shares;
“K Ordinary Share Issue Price”	means £168.67 per K Ordinary Share;
“L Ordinary Share Issue Price”	means £234.43 per L Ordinary Share;

“L Ordinary Shares” means the L ordinary shares of £0.001 each in the capital of the Company;

“L Ordinary Shareholders” means the holders of L Ordinary Shares;

“L Shares Closing Date” means 31 December 2021;

“Leaver’s Percentage” means in relation to and for the purposes of Article 10, either:

(i) in respect of Shares issued prior to 22 August 2014 or Shares issued upon exercise of options granted to the Founder prior to 22 August 2014 pursuant to the Share Option Plan or other share option scheme approved by the Board, the Leaver’s Percentage shall be zero; or

(ii) in respect of Shares issued on or after the 22 August 2014 or any Employee Shares transferred to an Employee on or after 22 August 2014 (irrespective of the original issue date of such Shares):

until the Expiry Date (as defined below), the percentage (rounded up to two decimal places) as calculated using the formula below:

$$100 - ("P" \times "NM")$$

where “Expiry Date” is the date falling such number of calendar months after the Issue Date as determined by dividing DS by PTFT;

“DS” is forty eight (48) calendar months after the later of: (i) the Issue Date and; (ii) (if the Shares have been transferred following the Issue Date) the date of the most recent transfer of such Shares;

“NM” is the number of full calendar months from the Issue Date to the Effective Termination Date;

"PTFT" is the proportion (expressed as a percentage) of the Employee Shareholder's contractual hours as an Employee, pursuant to the terms of his or her employment or consultancy with the Company, in comparison to a full time Employee (such that, for a full time Employee, the relevant PTFT shall be 100%). Such proportion will be based on the core hours actually worked by the Employee Shareholder and therefore will be amended to reflect any subsequent change or variation of such Employee Shareholder's terms of employment (including but not limited to a reduction in core hours, sabbatical and/or secondment) following the relevant Issue Date. Any leave that an Employee Shareholder is entitled to pursuant to the Company's policies in place from time to time or by law and any overtime worked shall be excluded. "PTFT" for all Employee Shareholders prior to 1 June 2019 shall be deemed to be 100%,

such that the Leaver's Percentage shall be zero on the Expiry Date, provided, however that in the event that the Effective Termination Date falls before the first anniversary of the Issue Date, the Leaver's Percentage shall be 100%,

or the percentage calculated on such basis as determined by the Board with Super Investor Consent in respect of any Employee Shares and recorded in writing in a board resolution; means a notice served in such form as the Company determines to enforce its lien in the circumstances described in Article 27.2;

"Lien Enforcement Notice"

"Liquidation Event"

means the liquidation, winding up or dissolution of the Company (other than for the purpose of an amalgamation or reconstruction approved by all the Shareholders);

"M Ordinary Shares"

means the M ordinary shares of £0.001 each in the capital of the Company;

"M Ordinary Shareholders"

means the holders of M Ordinary Shares;

"M Ordinary Share Issue Price"

means £36.93 per M Ordinary Share;

“Mainspring”	means Mainspring Nominees (2) Limited (company number 08409560) whose registered office is at 27, Furnival Street, London, EC4A 1JQ and references to Mainspring shall include any nominees that hold Shares on its behalf or any of its Permitted Transferees to whom Shares have been transferred;
“Member of the Same Group”	regarding any company, means a company which is from time to time a holding company or a subsidiary of that company, or a subsidiary of any such holding company;
“Minimum Transfer Condition”	has the meaning given in Article 18.3(d);
“Misconduct”	means, in respect of an Employee Shareholder: <ul style="list-style-type: none"> (a) dismissal by the Company without notice, or resignation in circumstances where the Company would have been entitled to dismiss such Employee Shareholder without notice; (b) material breach by the Employee Shareholder of the provisions of such Employee Shareholder's service contract, including, without limitation, any post-termination restrictions; or (c) material breach by the Employee Shareholder of any settlement agreement with the Company;
“MMC Funds”	means Mainspring, MMC London and any fund managed by MMC Ventures and "MMC Fund" shall mean any one of them (or its nominee);
“MMC London”	means MMC London Fund LP (registered number: LP015196) whose registered office is at 24 High Holborn, London, WC1V 6AZ acting by its manager MMC Ventures or any other manager which it may appoint in place of MMC Ventures from time to time, and references to MMC London shall include any nominees that hold Shares on its behalf or any of its Permitted Transferees to whom Shares have been
“MMC Ventures”	means MMC Ventures Limited (company number 03946009) whose registered office is at 24 High Holborn, London, WC1V 6AZ;

“Model Articles”	means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date;
“NASDAQ”	means the NASDAQ Stock Market of NASDAQ Inc.;
“New Holding Company”	means a newly formed holding company incorporated in any jurisdiction which has resulted from a Holding Company Reorganisation;
“Ordinary Shares”	means the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares, the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the H Ordinary Shares, the I Ordinary Shares, the J Ordinary Shares, the K Ordinary Shares, the L Ordinary Shares and the M Ordinary Shares;
“Original L Ordinary Shareholder”	has the meaning given to it in Article 17.9;
“Permitted Transfer”	means a transfer of Shares made in accordance with Article 17;
“Permitted Transferee”	in relation to: <ul style="list-style-type: none"> (a) a Shareholder which is a company, a Member of the Same Group as that company; (b) an Investor, those transferees detailed In Article 17.4 and/or any transferee approved by the other Investors; (c) any Shareholder, those transferees detailed in Article 17.3; (d) any Shareholder (other than an Investor), to any person approved by the Investors; (e) Unilever, to any member of the Unilever Group, UVCP, any UV Co-Investment Manager or any body corporate or partnership established to hold shares on behalf of any UV Co-Investment Manager;

- (f) UVCP, to any member of the Unilever Group, any UV Co-Investment Manager or any body corporate or partnership established to hold shares on behalf of any UV Co-Investment Manager;
- (g) any UV Co-Investment Manager, to any member of the Unilever Group, UVCP, any other UV Co-Investment Manager or any body corporate or partnership established to hold shares on behalf of any UV Co-Investment Manager;
- (h) any Harbrook Investor, to any other Harbrook Investor;
- (i) any MMC Fund, to any other MMC Fund or MMC Ventures;
- (j) the BGF Investors, to any member of the BGF Group, any person who is connected with the BGF Investors, any general partner, limited partner or other partner in, or trustee, nominee, manager of, adviser, promoter, beneficiary, unitholder or other financier of the BGF Investors or any person who is connected with the BGF Investors;
- (k) the SVF II Investor, to (i) a fund or other entity owned, managed or controlled by the SVF II Investor or any of its Affiliates; or (ii) a fund (including a subsidiary of such fund) or other entity that is majority owned (directly or indirectly) by SoftBank Group Corp.;
- (l) the Fidelity Shareholder, to any Fidelity Investor or member of the Fidelity Group; and
- (m) Railpen, to any member of the Railpen Group;

“Perwyn”	means (i) PW Ramsey Limited whose registered office is at Lyford Manor, Lyford Cay, West Bay Street, P.O. Box N-4918, Nassau, Bahamas; and (ii) PW Ramsey II Limited whose registered office is at PO Box 472, St Julian's Court, St Julian's Avenue, St Peter Port, Guernsey, GY1 6AX, and references to Perwyn shall include any nominees that hold Shares on their behalf or any of their Permitted Transferees to whom Shares have been transferred;
“Pre-New Money Valuation”	means the result of multiplying the total number of Ordinary Shares in issue immediately after the Listing (but excluding any new Ordinary Shares issued upon the Listing) by the subscription price per share (including any premium) in respect of new Ordinary Shares issued at the time of the Listing;
“Prior Subscription and Shareholders Agreement”	means the subscription and shareholders agreement relating to the Company dated 29 November 2013 and as amended by that certain deed of subscription and adherence between the Company and Ian West dated 28 March 2014;
“Proceeds of Sale”	means the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares under a Sale and/or the consideration payable (including any deferred consideration) to the Company in respect of a Disposal;
“Proposed Sale Price”	has the meaning given to it in Article 18.3(c);
“Privileged Relation”	in relation to a Shareholder who is an individual Shareholder (or a deceased or former individual Shareholder) means a spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue);
“Proposed Exit”	has the meaning given to it in Article 13.4;
“Railpen”	means Railways Pension Trustee Company Limited and references to Railpen shall include any nominees or assigns that hold Shares on its behalf or any of its Permitted Transferees to whom Shares have been transferred;
“Railpen Group”	means Railpen, Railpen Limited, Railway Pension Nominees Limited and Railway Pension Investments Limited, and references to a “member of the Railpen Group” will be construed accordingly;

"Relevant Agreement"	means any agreement to which the Shareholders (in their capacity as shareholders in the Company) and the Company are party relating to the business and affairs of the Company;
"Relevant Loss"	means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company (or other Group Company) or any pension fund or employees' share scheme of the Company (or other Group Company);
"Relevant Officer"	means any director or other officer of any Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by a Group Company as auditor (whether or not he or she is also a director or other officer), to the extent he or she acts in his or her capacity as auditor);
"Relevant Securities"	<p>any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the Adoption Date, other than:</p> <ul style="list-style-type: none"> <li data-bbox="766 1243 1418 1377">(a) any Shares or other securities issued by the Company in order for the Company to comply with its obligation under these Articles and/or the Investment Agreement; <li data-bbox="766 1444 1418 1624">(b) any Shares or other securities issued in consideration of the acquisition by the Company of any company or business which has been approved by Investor Consent; and <li data-bbox="766 1646 1418 1749">(c) options for Shares and/or Shares issued by the Company, in each case pursuant to the Share Option Plan;

“Sale”	means the acceptance of an offer or the making of an agreement pursuant to which any person (or persons connected with each other or acting in concert with each other) is or will become unconditionally the beneficial owner of (whether through a single transaction or a series of transactions) in the case of an offer not less than fifty (50) per cent. (%) in number of, and in case of an agreement a majority of, the Shares, provided that there shall be no Sale as a result of any Permitted Transfer;
“Share Option Plan”	means the share option plan(s) or share option agreement(s), in each case maintained or approved by the Company with Super Investor Consent from time to time;
“Sale Shares”	has the meaning given in Article 18.3(a);
“SB Advisers”	means SB Global Advisers Limited, a company registered in England and Wales (registered number 13552691) whose registered office is at 69 Grosvenor Street, London, W1K 3JP;
“Seller”	has the meaning given in Article 18.3;
“Series J Adoption Date”	means 31 March 2020;
“Series K Adoption Date”	means 3 December 2020;
“Series L Adoption Date”	means 23 December 2021;
“Shareholder”	means a holder for the time being of Shares of any class in the Company;
“Shares”	means shares (of any class) in the capital of the Company;
“Stakeholder Interest” or “Stakeholder Interests”	has the meaning given in Article 2A.2;
“subsidiary”	in relation to a holding company wherever incorporated, means a “subsidiary” (as defined in section 1159 of the Act) for the time being and any other company which for the time being is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company;

“Super Investor Consent”	means the prior written consent of either (i) the holders of at least 75 per cent of the Shares held by the Investors from time to time (disregarding for this purpose any Excess Shares), to include at least five of the Investors or (ii) all but one of the Investors (provided that, in each case, "Investor" shall mean for the purposes of this definition any Investor together with (a) any affiliated shareholders; and (b) any shareholders acting in concert with such Investor);
“SVF II Fund”	means SoftBank Vision Fund II-2, L.P., a limited partnership registered in Jersey (registered number 2995) whose registered address is at 47 Esplanade, St Helier, Jersey, JE1 0BD, and any fund or any parallel fund, feeder fund, co-investment vehicle or alternative investment vehicle, in each case managed by SB Advisers and "SVF II Fund" shall mean any one of them (or their respective nominees);
"SVF II Investor" or "SVF II"	means SVF II EU Aggregator (DE) LLC, a company incorporated in Delaware, United States of America whose registered office is at Corporation Service Company, 251 Little Falls Drive, New Castle County, DE 19808, United States of America; and references to the SVF II Investor shall include any nominees or assigns that hold Shares on its behalf or any of its Permitted Transferees to whom Shares have been transferred;
"Territories"	means the territories in which the primary business of any Group Company (being the provision of recipe kits and/or meal kits on a subscription basis or on an on-demand basis in the consumer retail industry) is conducted at the relevant time;
“Transfer Notice”	has the meaning given in Article 18.3;
“Transfer Price”	has the meaning given in Article 19.1;

“Unilever”	means Unilever Ventures III Limited Partnership, an English limited partnership (registered number LP016826) with its registered office at 1st Floor, 16, Charles II Street, London, SW1Y 4QU and Unilever Ventures Co-Investment Limited Partnership (registered number LP013337) with its registered office at 1st Floor, 16, Charles II Street, London, SW1Y 4QU, and references to Unilever shall include any nominees that hold Shares on its behalf or any Permitted Transferees to whom shares have been transferred;
“Unilever Group”	means Unilever PLC, any company in which either or both together directly or indirectly owns or controls the voting rights attaching to not less than 50% of the issued share capital, or controls directly or indirectly the appointment of a majority of the board of management (“Unilever Group Company” or “UGC”) and any other investment entity or partnership (being any trust, limited partnership, limited liability partnership or fund) where all the partners are UGCs, or where the investment entity is managed or advised by any UGC, and references to a “member of the Unilever Group” will be construed accordingly;
“Unvested”	has the meaning given to it in Article 10.1;
“UV Co-Investment Manager”	means each of John Coombs, Andrew Lane, Anna Ohlsson-Baskerville, Jan Harley, Stephen Willson and Ian Lane and/or any future Unilever Co-Investment Manager as may be nominated by Unilever Ventures Limited from time to time by written notice to the Company;
“UVCP”	means Unilever Ventures Co-Investment Limited Partnership or any future partnership, trust, company or other entity nominated by Unilever Ventures Limited from time to time by written notice to the Company, being the co-investment vehicle through which employees and directors of Unilever Ventures Limited invest alongside another member of the Unilever Group; and
“Vested”	has the meaning given to it in Article 10.1.

1.2 A reference in these Articles to:-

- (a) an Article is a reference to the relevant numbered article of these

Articles; and

(b) a model article is a reference to the relevant

numbered article of the Model Articles,

unless expressly provided otherwise.

- 1.3 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 (but excluding any statutory modification of them not in force on the Adoption Date).
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 In these Articles, words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa.
- 1.6 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:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Unless expressly provided otherwise, a reference to "issued share capital" or "issued Shares" of any class or Shares of any class "in issue" shall exclude any Shares of that class held as treasury shares from time to time, unless stated otherwise.
- 1.8 Unless expressly provided otherwise, a reference to the "holders" of Shares or a class of Share shall exclude the Company holding treasury shares from time to time.
- 1.9 Unless expressly provided otherwise, a reference to a shareholding percentage: (i) with respect to Shares generally, refers to the specified percentage of issued and outstanding Shares on a fully diluted and nominal value basis and assuming all Shares constituted one class; and (ii) with respect to a specific class or series of Shares, refers to the specified percentage of issued and outstanding Shares of such class or series assuming the exercise of options or warrants to acquire such class or series of Shares but assuming the non-conversion of any other class or series of Shares.
- 1.10 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having similar effect of an Investor Director under these Articles, if at any time an Investor Director has not been appointed or an Investor Director declares in writing to the Company and the Investors that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, such action or matter shall require an Investor Consent.

2 Adoption of the Model Articles

- 2.1 The Model Articles (together with those provisions of Schedule 3 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) referred to in article 26) shall apply to the Company, except in so far as they are modified or excluded by these Articles or are otherwise inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Model articles 7, 8, 9(1), 11(2) and (3), 12, 13, 14(1) to (4) (inclusive), 16, 22, 26(5), 38, 39 and 51 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model article 20 shall be amended by the insertion of the words “and the secretary” before the words “properly incur”.
- 2.4 In model article 25(2)(c), the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.
- 2.5 Model article 29 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 29(2),” after the words “the transmittee’s name”.

2A. B Corporation

- 2A.1 The purposes of the Company are to promote the success of the Company for the benefit of its members as a whole and, through its business and operations, to have a material positive impact on society and the environment, taken as a whole.
- 2A.2 A Director shall have regard (amongst other matters) to:
 - (a) the likely consequences of any decision in the long term;
 - (b) the interests of the Company's employees;
 - (c) the need to foster the Company's business relationships with suppliers, customers and others;
 - (d) the impact of the Company's operations on the community and the environment;
 - (e) the desirability of the Company maintaining a reputation for high standards of business conduct; and
 - (f) the need to act fairly as between members of the Company,(together, the matters referred to above shall be defined for the purposes of this Article 2A as the “**Stakeholder Interests**” and each a “**Stakeholder Interest**”).
- 2A.3 For the purposes of a Director’s duty to act in the way he or she considers, in

good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.

- 2A.4 Nothing in this Article 2A express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).
- 2A.5 The Directors of the Company shall, for each financial year of the Company, prepare a strategic report as if sections 414A(1) and 414C of the Act (as in force at the date of adoption of these Articles) applies to the Company whether or not they would be required to do so otherwise than by this Article 2A.

DIRECTORS

3 Number of Directors

Unless otherwise determined by ordinary resolution and approved by the Founder with Investor Consent, the number of Directors shall not be less than six (6) and not more than thirteen (13), provided that nothing in this Article 3 shall affect the right of the Investors to appoint an Investor Director in accordance with Article 6.

4 Proceedings of Directors

- 4.1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with Article 4.2 (subject to Article 4.3 and Article 4.4). All decisions made at any meeting of the Directors (or any committee of the Directors) shall be decided by at least a majority of votes.
- 4.2 A decision of the Directors is taken when a majority of the Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 4.3 A decision taken in accordance with Article 4.2 may (but shall not be required to) take the form of a resolution in writing, in such case where each Eligible Director has signed one or more copies of it, or shall otherwise take such form which allows a majority of Eligible Directors to indicate their respective agreement to the matter in writing.
- 4.4 A decision will not be a valid decision for the purposes of Article 4.2 if the Eligible Directors participating in such decision would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with Article 4.6 and Article 4.7.
- 4.5 At least ten (10) Board meetings will be held in each calendar year, with at least one Board meeting occurring in each calendar quarter. Any Director may call a meeting of the Directors, or authorise the company secretary (if any) to give such notice. At least fourteen (14) days' advance notice in writing of each such meeting shall be given to each Director or such lesser notice as a simple majority of the Investor Directors may consent to (and presence of such Investor Directors at a meeting of the Board shall be deemed to be consent for this purpose).

4.6 The quorum for any meeting (or, where specified below, part of a meeting) of the Directors shall be: (i) any four Investor Directors and (ii) the Founder, unless:

- (a) there are less than four Investor Directors in office for the time being and/or the Founder no longer holds the office of Director at the time of the meeting; or
- (b) all Investor Directors and the Founder have, in respect of any particular meeting (or part of a meeting), otherwise agreed in writing ahead of such meeting; or neither any Investor Director nor the Founder is, in respect of the entirety of any particular meeting, an Eligible Director,

and in the case of Article 4.6(a), subject to Article 4.7, the quorum for such meeting (or part of the meeting, as the case may be) shall be at least any other two Eligible Directors and, in the event that Article 4.6(a) does not apply in respect of all the Investor Directors and the Founder, the quorum of two Eligible Directors shall be increased so that it includes the Founder and the Investor Directors in office at the time of the meeting. If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Chairperson may determine and notify the directors, such date being not less than 2 Business Days nor more than 10 Business Days after the date of the inquorate meeting. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the meeting shall be cancelled and new meeting called pursuant to Article 4.5.

4.7 For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a Conflict (as defined in Article 8.1), if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

4.8 If the number of Directors in office for the time being is less than two, the Directors in office must not take any decision other than a decision to call a general meeting so as to enable the Shareholders to appoint further Directors.

4.9 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the Chairperson (if appointed) shall not have a second or casting vote.

4.10 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

5 Appointment and Removal of Directors

Model article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:

- 5.1 he is convicted of a criminal offence (other than a motoring offence) and a majority of the other Directors resolve that he or she cease to be a Director; and/or
- 5.2 where the right to appoint and maintain a Director in office is conferred in

these Articles subject to certain conditions, where any such condition does not from time to time continue to be met in respect of the relevant appointor.

For the avoidance of doubt, the decision to terminate an employee's employment with the Company (including an executive Director's employment) shall be a decision of the Board.

6 Investor Directors, Chairperson and Observers

6.1 MMC Funds

- (a) For so long as any MMC Fund or MMC Funds hold at least 7% of the fully diluted share capital of the Company from time to time, MMC Ventures shall have the right to appoint and maintain in office such natural person as MMC Ventures may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his or her removal whether by MMC Ventures or otherwise, to appoint another Director in his or her place; and
- (b) For so long as any MMC Fund or MMC Funds hold at least 5% of the fully diluted share capital of the Company from time to time, MMC Ventures shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote, provided that the MMC Fund or the MMC Funds (as the case may be) shall not appoint such a representative whilst a Director nominated by MMC Fund or MMC Funds (as the case may be) in accordance with Article 6.1(a) is in office.

6.2 Angel CoFund

For so long as Angel CoFund holds at least 1% of the fully diluted share capital of the Company from time to time it shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote.

6.3 Unilever

- (a) For so long as Unilever or any Associated Company (individually or in the aggregate) holds at least 7% of the fully diluted share capital of the Company from time to time, Unilever shall have the right to appoint and maintain in office such natural person as Unilever may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his or her removal whether by Unilever or otherwise, to appoint another Director in his or her place; and
- (b) For so long as Unilever or any Associated Company (individually or in the aggregate) holds at least 5% of the fully diluted share capital of the Company from time to time, Unilever shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote, provided that Unilever or any Associated Company (as the case may

be) shall not appoint such a representative whilst a Director nominated by Unilever or any Associated Company (as the case may be) in accordance with Article 6.3(a) is in office.

6.4 Harbrook Investors

- (a) For so long as the Harbrook Investors or any Associated Company (individually or in the aggregate) hold at least 7% of the fully diluted share capital of the Company from time to time, the Harbrook Investors shall have the right (acting by the holders of the majority of the Shares held by the Harbrook Investors from time to time) to appoint and maintain in office such natural person as the Harbrook Investors may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his or her removal whether by the Harbrook Investors or otherwise, to appoint another Director in his or her place; and
- (b) For so long as the Harbrook Investors or any Associated Company (individually or in the aggregate) holds at least 5% of the fully diluted share capital of the Company from time to time, the Harbrook Investors shall have the right (acting by the holders of the majority of the Shares held by the Harbrook Investors from time to time) to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote, provided that the Harbrook Investors or any Associated Company (as the case may be) shall not appoint such a representative whilst a Director nominated by Harbrook Investors or any Associated Company (as the case may be) in accordance with Article 6.4(a) is in office.

6.5 BGF Investors

- (a) For so long as the BGF Investors or any Associated Company (individually or in the aggregate) hold at least 7% of the fully diluted share capital of the Company from time to time, the BGF Investors shall have the right to appoint and maintain in office such natural person as the BGF Investors may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his or her removal whether by the BGF Investors or otherwise, to appoint another Director in his or her place; and
- (b) For so long as the BGF Investors or any Associated Company (individually or in the aggregate) holds at least 5% of the fully diluted share capital of the Company from time to time, the BGF Investors shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote, provided that the BGF Investors or any Associated Company (as the case may be) shall not appoint such a representative whilst a Director nominated by BGF Investors or any Associated Company (as the case may be) in accordance with Article 6.5(a) is in office.

6.6 Founder

For so long as the Founder remains an employee of the Company the Founder shall have the right to be appointed and maintained in office as a Director.

6.7 Hargreave Investors

- (a) For so long as the Hargreave Investors together hold at least 7% of the fully diluted share capital of the Company from time to time, the Hargreave Investors shall have the right (acting by the holders of the majority of the Shares held by the Hargreave Investors from time to time) to appoint and maintain in office such natural person as the Hargreave Investors may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his or her removal whether by the Hargreave Investors or otherwise, to appoint another Director in his or her place; and
- (b) For so long as the Hargreave Investors together hold at least 5% of the fully diluted share capital of the Company from time to time, the Hargreave Investors shall have the right (acting by the holders of the majority of the Shares held by the Hargreave Investors from time to time) to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote, provided that the Hargreave Investors shall not appoint such a representative whilst a Director nominated by the Hargreave Investors in accordance with Article 6.7(a) is in office.

6.8 Perwyn

- (a) For so long as Perwyn holds at least 7% of the fully diluted share capital of the Company from time to time, Perwyn shall have the right to appoint and maintain in office such natural person as Perwyn may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his or her removal whether by Perwyn or otherwise, to appoint another Director in his or her place ; and
- (b) For so long as Perwyn holds at least 5% of the fully diluted share capital of the Company from time to time, Perwyn shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote, provided that Perwyn shall not appoint such a representative whilst a Director nominated by Perwyn in accordance with Article 6.8(a) is in office.

6.9 The SVF II Investor

- (a) For so long as the SVF II Investor holds at least 7% of the fully diluted share capital of the Company from time to time, the SVF II Investor shall have the right to appoint and maintain in office such natural person as the SVF II Investor may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his or her removal whether by the SVF II Investor or otherwise, to appoint another Director in his or her place; and

- (b) For so long as the SVF II Investor holds at least 5% of the fully diluted share capital of the Company from time to time, the SVF II Investor shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote, provided that the SVF II Investor shall not appoint such a representative whilst a Director nominated by the SVF II Investor in accordance with Article 6.9(a) is in office.

6.10 Railpen

- (a) For so long as Railpen or any Associated Company holds at least 5% of the fully diluted share capital of the Company from time to time, Railpen shall have the right to appoint and maintain in office such natural person as Railpen may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his or her removal whether by Railpen or otherwise, to appoint another Director in his or her place; and
- (b) For so long as Railpen holds at least 4% of the fully diluted share capital of the Company from time to time, Railpen shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote, provided that Railpen shall not appoint such a representative whilst a Director nominated by Railpen in accordance with Article 6.10(a) is in office.

6.11 Grosvenor

- (a) For so long as Grosvenor or any Associated Company holds at least 5% of the fully diluted share capital of the Company from time to time, Grosvenor shall have the right to appoint and maintain in office such natural person as Grosvenor may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his or her removal whether by Grosvenor or otherwise, to appoint another Director in his or her place; and
- (b) For so long as Grosvenor holds at least 4% of the fully diluted share capital of the Company from time to time, Grosvenor shall have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not vote, provided that Grosvenor shall not appoint such a representative whilst a Director nominated by Grosvenor in accordance with Article 6.11(a) is in office.

6.12 Appointment and removal of an Investor Director shall be by written notice to the Company which shall take effect on delivery at its registered office or at any meeting of the Board or committee thereof.

6.13 An Investor Director shall be entitled to be appointed to any committee of the Directors established from time to time. On the receipt of the request in writing of his or her appointor(s), the Company shall procure that any Investor Director shall be appointed as a director of any other Group Company, to the

extent specified in such request (but such Investor Director shall not be entitled to any additional fee).

- 6.14 From the date which is the 18 month anniversary of the L Shares Closing Date, the SVF II Investor shall cause the Investor Director nominated by it in accordance with Article 6.9(a) to resign as a Director on such date when each other Investor Director nominated by the Investors have resigned as a Director, and the SVF II Investor shall not, following the resignation of such Investor Director, nominate a replacement Investor Director in accordance with Article 6.9(a) unless an Investor Director nominated by another Investor has been appointed to the Board (in which case, this Article 6.14 shall apply equally to such replacement Investor Director nominated by the SVF II Investor and such other Investor Director). This Article 6.14 shall not prejudice the right of any Investor to appoint a non-voting observer to the Board in accordance with this Article 6.
- 6.15 The Directors, with Investor Consent, may appoint and remove from office a chairperson of the Board (the “Chairperson”).

7 [Not used]

8 Directors’ Interests

8.1 Specific interests of a Director:

Subject to Article 8.11 and provided (if these Articles so require) that he or she has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his or her interest, a Director may (save as to the extent not permitted by law from time to time), and notwithstanding his or her office, be counted as participating in the decision making process for quorum and voting purposes where he or she has an interest of the following kind (and so constitute an Eligible Director):

- (a) where a Director (or a person connected with him or her) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- (b) where a Director (or a person connected with him or her) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (c) where a Director (or a person connected with him or her) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;
- (d) where a Director (or a person connected with him or her) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- (e) where a Director is given a guarantee, or is to be given a guarantee,

in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;

- (f) where a Director (or a person connected with him or her, or of which he or she is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he or she is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he/ she or it is remunerated for this;
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; and/or
- (h) any other interest authorised by ordinary resolution.

Where a Director has an interest that is not listed above and such interest is not authorised by the Board in accordance with the Act and Articles 8.5 and 8.6, such Director shall not constitute an Eligible Director in respect of any matter that is connected, directly or indirectly, with the interest of such Director.

8.2 Interests of an Investor Director:

In addition to the provisions of Article 8.1, subject to Article 8.11 and provided (if these Articles so require) that he or she has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his or her interest, where a Director is an Investor Director he or she may (save as to the extent not permitted by law from time to time), notwithstanding his or her office, be counted as participating in the decision making process for quorum and voting purposes (and so constitute an Eligible Director) where he or she has an interest arising from any duty he or she may owe to, or interest he or she may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- (a) an Investor;
- (b) an Investor Fund Manager;
- (c) any of the funds advised or managed by an Investor Fund Manager from time to time; or
- (d) another body corporate or firm in which an Investor Fund Manager or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

8.3 Interests of which a Director is not aware:

For the purposes of this Article 8, an interest of which a Director is not aware and of which it is unreasonable to expect him or her to be aware shall not be treated as an interest of his or hers.

8.4 Accountability of any benefit and validity of a contract:

In any situation permitted by this Article 8 (save as otherwise agreed by him or her) a Director shall not by reason of his or her office be accountable to the Company for any benefit which he or she derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

8.5 Terms and conditions of Board authorisation:

Subject to Article 8.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Eligible Directors authorise his or her interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

- (i) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Eligible Directors as they see fit from time to time, including, without limitation: (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest (and so the Interested Director will not constitute an Eligible Director); or (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed;
- (ii) be withdrawn, or varied at any time by the Eligible Directors entitled to authorise the Relevant Situation as they see fit from time to time; and

subject to Article 8.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 8.

8.6 Terms and conditions of Board authorisation for an Investor Director:

Notwithstanding the other provisions of this Article 8, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he or she shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he or she shall be required to disclose, use or apply confidential information as contemplated in Article 8.8 (and so such Investor Director shall constitute an Eligible Director).

8.7 Director's duty of confidentiality to a person other than the Company:

Subject to Article 8.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 8), if a Director, otherwise than by virtue of his or her position as director of the Company, receives information in respect of which he or she owes a duty of confidentiality to a person other than the Company, he or she shall not be required:

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his or her duties as a Director.

Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 8.7 shall apply only if the conflict arises out of a matter which falls within Article 8.1 or Article 8.2 or has been authorised under section 175(5)(a) of the Act.

8.8 Additional steps to be taken by a Director to manage a conflict of interest:

Without prejudice to the provisions of Article 8.11, where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

- (a) absenting himself or herself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
- (b) excluding himself or herself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him or her to have access to such documents or information.

8.9 Requirement of a Director is to declare an interest:

Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 8.1 or Article 8.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under Article 8.1(g);
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns the terms of his or her service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

8.10 Shareholder approval:

Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 8.

8.11 Special provisions relating to Unilever:

Without prejudice to the other provisions of this Article 8, any Investor Director or observer appointed by Unilever pursuant to Article 6.3 shall not, in respect of the Director, be entitled to vote at any Board meeting in relation to and in respect of both such Director and observer, at the request of a majority of the other Directors, shall remove himself or herself from the relevant part of the discussion at a Board meeting of:

- (a) any proposal relating to the Company entering into a commercial agreement with any member of the Unilever Group;
- (b) any offer from the Unilever Group to acquire the Company and/or the business of the Company; or
- (c) in the event the Company has entered into a sale process, any discussion of that sale process if the Unilever Group has not positively ruled itself out as a potential purchaser pursuant to that sale process.

8.12 Definitions:

For the purposes of this Article 8:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director; and
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

9 Secretary

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

SHARES AND DISTRIBUTIONS

10 Vesting

10.1 If at any time an Employee Shareholder ceases to be an Employee (other than by reason of being a Bad Leaver):

- (a) the Leaver's Percentage of Employee Shares relating to such Employee Shareholder shall be deemed to be unvested ("**Unvested**") and the remainder of Employee Shares relating to such Employee Shareholder shall be deemed to be vested ("**Vested**"), provided that if the application of the Leaver's Percentage results in fractional number of shares, then the number of shares that vest at that date will be rounded down to the nearest whole number of shares; and
- (b) a Transfer Notice shall be deemed served in respect of any Unvested Employee Shares (with Investor Consent) and, subject to Article 10.4, the provisions of Article 18 shall apply mutatis mutandis, provided that any such Unvested Employee Shares shall be offered in the order of priority and price as set out in Article 10.3.

10.2 If at any time an Employee Shareholder is a Bad Leaver, a Transfer Notice shall be deemed served in respect of all the Employee Shares relating to such Employee Shareholder (less any Employee Shares that have already been subject to a Transfer Notice pursuant to Article 10.1 and transferred pursuant to this Article 10) and, subject to Article 10.4, the provisions of Article 18 shall apply mutatis mutandis, provided that any such Employee Shares shall be offered in the order of priority and price as set out in Article 10.3.

- 10.3 In the event a Transfer Notice is deemed served in respect of an Employee Shareholder pursuant to Article 10.1 or 10.2 (as the case may be), the Unvested Employee Shares (in the case of Article 10.1) or the Employee Shares less any Employee Shares that have already been subject to a Transfer Notice pursuant to Article 10.1 and transferred pursuant to this Article 10 (in the case of Article 10.2) (the “**Relevant Employee Shares**”) shall be offered in the following order of priority and at the following price:
- (a) a person or persons who with Investor Consent (i) has been employed to take the place of the relevant Employee Shareholder (the “**Departing Shareholder**”) as a manager of the Company (conditionally on that person commencing their employment and/or office with the Company (or other Group Company)); and (ii) who the Directors have nominated for such purpose (and for this purpose the Directors may direct that some or all of the Relevant Employee Shares may be offered to such person(s)), for an aggregate consideration of £1.00;
 - (b) in the event that a suitable replacement has not yet been found or not all of the shares are transferred to the replacement, any Employment Benefit Trust (“**EBT**”) that the Directors may nominate for the purpose, for an aggregate consideration of £1.00;
 - (c) the Company, subject to the Act, for an aggregate consideration of £1.00; or
 - (d) if the Company is unable to purchase the relevant shares in accordance with the Act, the Departing Shareholder shall be deemed to have served a Transfer Notice in respect of such shares provided that the Transfer Price in respect of such shares shall be deemed to be £1.00 in aggregate.

For the avoidance of doubt, the relevant provisions of this Article 10 may apply on one or more occasions in the event an Employee Shareholder ceases to be an Employee and, subsequent to such cessation, is a Bad Leaver.

- 10.4 The shares to be transferred pursuant to this Article 10 may be transferred in all or part to any of the potential transferees set out in Articles 10.3(a) to (c) and Article 18 shall not apply but, for the avoidance of doubt the provisions of Article 18 shall apply to any transfer pursuant to Article 10.3(d).
- 10.5 In the event that the shares are transferred to an EBT, the Company shall obtain an Investor Consent before the Company:
- (a) registers any share transfer to an employee engaged to replace the Departing Shareholder or any other individual; or
 - (b) allocates or grants an option over the shares transferred to an EBT under Article 10.3(b) to an employee engaged to replace the Departing Shareholder or any other individual.

11 Dividends

- 11.1 Subject to the Act and to first obtaining an Investor Consent, the Directors may pay interim dividends provided that the Available Profits of the Company justify the payment.

11.2 Article 31(1) of the Model Articles shall be amended by:

- (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing"; and
- (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".

11.3 Each dividend shall be distributed to the Shareholders pro rata according to the number of Shares held by them respectively and shall accrue daily (assuming a 365 day year) before as well as after the commencement of a winding up. All dividends are to be expressed net and shall be paid in cash. For the purposes of any dividend, each share shall rank equally regardless of class.

12 Liquidation

Upon the occurrence of a Liquidation Event, the assets of the Company available for distribution to Shareholders remaining after payment of all other debts and liabilities of the Company (and of the costs, charges and expenses of any such event) ("**Surplus Assets**") shall be applied (and shall only be applied) in the following manner:

- (a) firstly, in paying the total amount to be distributed on an apportioned basis between the M Ordinary Shareholders and the other Shareholders (i.e. other than the M Ordinary Shareholders) in the ratio of 999:1 in favour of the M Ordinary Shareholders (and in each case individual M Ordinary Shareholders and the other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of M Ordinary Shares and other Shares they respectively hold) until the M Ordinary Shareholders shall each have received under this Article 12(a) an amount per M Ordinary Share held equal to three times the M Ordinary Share Issue Price, provided that if the Surplus Assets are insufficient to pay such amounts in full, the Surplus Assets shall instead be distributed between the M Ordinary Shareholders and the other Shareholders (i.e. other than the M Ordinary Shareholders) in the ratio of 999:1 in favour of the M Ordinary Shareholders on a pro-rata basis according to the aggregate subscription amount paid by each such M Ordinary Shareholder and each such other Shareholder respectively;
- (b) secondly, and after the payments to be made under Article 12(a) have been made in full, in paying the total amount to be distributed on an apportioned basis between the L Ordinary Shareholders and the other Shareholders (i.e. other than the L Ordinary Shareholders) in the ratio of 999:1 in favour of the L Ordinary Shareholders (and in each case individual L Ordinary Shareholders and the other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of L Ordinary Shares and other Shares they respectively hold) until the L Ordinary Shareholders shall each have received under this Article 12(b) an amount per L Ordinary Share held equal to the L Ordinary Share Issue Price, provided that if the Surplus Assets are insufficient to pay such amounts in full, the Surplus Assets shall instead be distributed between the L Ordinary Shareholders and the other Shareholders (i.e. other than the L Ordinary Shareholders) in the ratio of 999:1 in favour of the L Ordinary Shareholders on a pro-rata basis according to the aggregate subscription amount paid by each such L Ordinary

Shareholder and each such other Shareholder respectively;

- (c) thirdly, and after the payments to be made under Articles 12(a) and 12(b) have been made in full, in paying the total amount to be distributed on an apportioned basis between the K Ordinary Shareholders and the other Shareholders (i.e. other than the K Ordinary Shareholders) in the ratio of 999:1 in favour of the K Ordinary Shareholders (and in each case individual K Ordinary Shareholders and the other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of K Ordinary Shares and other Shares they respectively hold) until the K Ordinary Shareholders shall each have received under this Article 12(c) an amount per K Ordinary Share held equal to the K Ordinary Share Issue Price, provided that if the Surplus Assets are insufficient to pay such amounts in full, the Surplus Assets shall instead be distributed between the K Ordinary Shareholders and the other Shareholders (i.e. other than the K Ordinary Shareholders) in the ratio of 999:1 in favour of the K Ordinary Shareholders on a pro-rata basis according to the aggregate subscription amount paid by each such K Ordinary Shareholder and each such other Shareholder respectively;
- (d) fourthly, and after the payments to be made under Article 12(a) 12(b) and 12(c) have been made in full, in paying the total amount to be distributed on an apportioned basis between the J Ordinary Shareholders and the other Shareholders (i.e. other than the J Ordinary Shareholders) in the ratio of 999:1 in favour of the J Ordinary Shareholders (and in each case individual J Ordinary Shareholders and the other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of J Ordinary Shares and other Shares they respectively hold) until the J Ordinary Shareholders shall each have received under this Article 12(d) an amount per J Ordinary Share held equal to the relevant J Ordinary Share Issue Price, provided that if the Surplus Assets are insufficient to pay such amounts in full, the Surplus Assets shall instead be distributed between the J Ordinary Shareholders and the other Shareholders (i.e. other than the J Ordinary Shareholders) in the ratio of 999:1 in favour of the J Ordinary Shareholders on a pro-rata basis according to the aggregate subscription amount paid by each such J Ordinary Shareholder and each such other Shareholder respectively;
- (e) fifthly, and after the payments to be made under Article 12(a), 12(b), 12(c) and 12(d) have been made in full, in paying the total amount to be distributed on an apportioned basis between the I Ordinary Shareholders and the other Shareholders (i.e. other than the I Ordinary Shareholders) in the ratio of 999:1 in favour of the I Ordinary Shareholders (and in each case individual I Ordinary Shareholders and the other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of I Ordinary Shares and other Shares they respectively hold) until the I Ordinary Shareholders shall each have received under this Article 12(e) an amount per I Ordinary Share held equal to the I Ordinary Share Issue Price;
- (f) sixthly, and after the payments to be made under Article 12(a), 12(b), 12(c), 12(d) and 12(e) have been made in full, in paying the total amount to be distributed on an apportioned basis between the H Ordinary Shareholders and the other Shareholders (i.e. other than the H Ordinary Shareholders) in the ratio of 999:1 in favour of the H Ordinary Shareholders (and in each case individual H Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is

pro rata to the number of H Ordinary Shares and other Shares they respectively hold) until the H Ordinary Shareholders shall each have received under this Article 12(f) an amount per H Ordinary Share held equal to the H Ordinary Share Issue Price;

- (g) seventhly, and after the payments to be made under Articles 12(a), 12(b), 12(c) 12(d), 12(e) and 12(f) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the F Ordinary Shareholders and G Ordinary Shareholders and the other Shareholders (i.e. other than the F Ordinary Shareholders and G Ordinary Shareholders) in the ratio of 999:1 in favour of the F Ordinary Shareholders and G Ordinary Shareholders (and in each case individual F Ordinary Shareholders and G Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of F Ordinary Shares and G Ordinary Shares and other Shares they respectively hold) until the F Ordinary Shareholders and the G Ordinary Shareholders shall each have received under this Article 12(g) an amount per F Ordinary Share and G Ordinary Share held equal to the relevant F&G Issue Price of each F Ordinary Share and G Ordinary Share respectively;
- (h) eighthly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f) and 12(g) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the Junior Shareholders and the other Shareholders (i.e. other than the Junior Shareholders) in the ratio of 999:1 in favour of the Junior Shareholders (and in each case individual Junior Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of Junior Shares and other Shares they respectively hold) until the Junior Shareholders shall each have received under this Article 12(h) an amount per Junior Share held equal to the F&G Lower Issue Price;
- (i) ninthly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g) and 12(h) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the B Ordinary Shareholders and the other Shareholders (i.e. other than the B Ordinary Shareholders) and in the ratio of 999:1 in favour of the B Ordinary Shareholders (and in each case the B Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of B Ordinary Shares and other Shares they respectively hold) until the B Ordinary Shareholders shall each have received under this Article 12(i) an amount per B Ordinary Share held equal to the B Ordinary Share Issue Price;
- (j) tenthly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h) and 12(i) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the F&G Lower Issue Price Recipients and the other Shareholders (i.e. other than the F&G Lower Issue Price Recipients) and in the ratio of 999:1 in favour of the F&G Lower Issue Price Recipients (and in each case individual the F&G Lower Issue Price Recipients and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of F&G Lower Issue Price Shares and other Shares they respectively hold) until the F&G Lower Issue Price Recipients shall each have received under this Article 12(j) an amount per

F&G Lower Issue Price Share held equal to the F&G Issue Price Difference;

- (k) eleventhly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i) and 12(j) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the B Ordinary Shareholders and the other Shareholders (i.e. other than the B Ordinary Shareholders) and in the ratio of 999:1 in favour of the B Ordinary Shareholders (and in each case individual B Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of B Ordinary Shares and other Shares they respectively hold) until the B Ordinary Shareholders shall each have received under this Article 12(k) an amount per B Ordinary Share held equal to the difference between the B Ordinary Share Issue Price and the F&G Higher Issue Price;
- (l) twelfthly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j) and 12(k) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the H Ordinary Shareholders and the other Shareholders (i.e. other than the H Ordinary Shareholders) in the ratio of 1:999 in favour of the H Ordinary Shareholders (and in each case individual H Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of H Ordinary Shares and other Shares they respectively hold) until the other Shareholders shall each have received under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k) and this Article 12(l) a total amount per other Share held equal to the H Ordinary Share Issue Price;
- (m) thirteenthly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k) and 12(l) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the I Ordinary Shareholders and the other Shareholders (i.e. other than the I Ordinary Shareholders) in the ratio of 1:999 in favour of the other Shareholders (and in each case individual I Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of I Ordinary Shares and other Shares they respectively hold) until the other Shareholders shall each have received under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k), 12(l) and this Article 12(m) a total amount per other Share held equal to the I Ordinary Share Issue Price;
- (n) fourteenthly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k), 12(l) and 12(m) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the M Ordinary Shareholders and the other Shareholders (i.e. other than the M Ordinary Shareholders) in the ratio of 1:999 in favour of the other Shareholders (and in each case individual M Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of M Ordinary Shares and other Shares they respectively hold) until the M Ordinary Shareholders and the other Shareholders shall each have received under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k), 12(l), 12(m) and this Article 12(n) a total amount per Share held equal to three times the M Ordinary Share Issue Price;

- (o) fifteenthly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k), 12(l), 12(m) and 12(n) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the J Ordinary Shareholders and the other Shareholders (i.e. other than the J Ordinary Shareholders) in the ratio of 1:999 in favour of the other Shareholders (and in each case individual J Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of J Ordinary Shares and other Shares they respectively hold) until the J Ordinary Shareholders and the other Shareholders shall each have received under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k), 12(l), 12(m) 12(n) and this Article 12(o) a total amount per Share held equal to the highest J Ordinary Share Issue Price;
- (p) sixteenthly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k), 12(l), 12(m), 12(n) and 12(o) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the K Ordinary Shareholders and the other Shareholders (i.e. other than the K Ordinary Shareholders) in the ratio of 1:999 in favour of the other Shareholders (and in each case individual K Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of K Ordinary Shares and other Shares they respectively hold) until the K Ordinary Shareholders and the other Shareholders shall each have received under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k), 12(l), 12(m), 12(n), 12(o) and this Article 12(p) a total amount per Share held equal to the K Ordinary Share Issue Price; and
- (q) seventeenthly, and after the payments to be made under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k), 12(l), 12(m), 12(n), 12(o) and 12(p) have been made in full, in paying the remainder of the total amount to be distributed on an apportioned basis between the L Ordinary Shareholders and the other Shareholders (i.e. other than the L Ordinary Shareholders) in the ratio of 1:999 in favour of the other Shareholders (and in each case individual L Ordinary Shareholders and other Shareholders respectively shall be entitled to receive such part of such aggregate amount distributed as is pro rata to the number of L Ordinary Shares and other Shares they respectively hold) until the L Ordinary Shareholders and the other Shareholders shall each have received under Articles 12(a), 12(b), 12(c), 12(d), 12(e), 12(f), 12(g), 12(h), 12(i), 12(j), 12(k), 12(l), 12(m), 12(n), 12(o), 12(p) and this Article 12(q) a total amount per Share held equal to the L Ordinary Share Issue Price; and
- (r) finally, the balance of the assets available for distribution (if any) shall be distributed amongst the holders of Ordinary Shares pro rata to the number of Ordinary Shares held (as if all Shares are of the same class).

13 Sale, Disposal and Listing Provisions

- 13.1 On a Sale, and notwithstanding anything to the contrary in the terms and conditions governing such Sale, the Shareholders and the Company shall procure that the Proceeds of Sale shall be distributed among the holders of the Shares as follows:

- (a) firstly, to the M Ordinary Shareholders until M Ordinary Shareholders shall each have received under this Article 13.1(a) an amount per M Ordinary Share held equal to three times the M Ordinary Share Issue Price, provided that if the Proceeds of Sale are insufficient to pay such amounts in full, the Proceeds of Sale shall instead be distributed amongst the M Ordinary Shareholders on a pro-rata basis according to the aggregate subscription amount paid by each such M Ordinary Shareholder;
- (b) secondly, and after the payments to be made under Article 13.1(a) have been made in full, to the L Ordinary Shareholders until L Ordinary Shareholders shall each have received under this Article 13.1(b) an amount per L Ordinary Share held equal to the L Ordinary Share Issue Price, provided that if the Proceeds of Sale are insufficient to pay such amounts in full, the Proceeds of Sale shall instead be distributed amongst the L Ordinary Shareholders on a pro-rata basis according to the aggregate subscription amount paid by each such L Ordinary Shareholder;
- (c) thirdly, and after the payments to be made under Articles 13.1(a) and 13.1(b) have been made in full, to the K Ordinary Shareholders until K Ordinary Shareholders shall each have received under this Article 13.1(c) an amount per K Ordinary Share held equal to the K Ordinary Share Issue Price, provided that if the Proceeds of Sale are insufficient to pay such amounts in full, the Proceeds of Sale shall instead be distributed amongst the K Ordinary Shareholders on a pro-rata basis according to the aggregate subscription amount paid by each such K Ordinary Shareholder;
- (d) fourthly, and after the payments to be made under Article 13.1(a), 13.1(b) and 13.1(c) have been made in full, to the J Ordinary Shareholders until J Ordinary Shareholders shall each have received under this Article 13.1(d) an amount per J Ordinary Share held equal to the relevant J Ordinary Share Issue Price, provided that if the Proceeds of Sale are insufficient to pay such amounts in full, the Proceeds of Sale shall instead be distributed amongst the J Ordinary Shareholders on a pro-rata basis according to the aggregate subscription amount paid by each such J Ordinary Shareholder;
- (e) fifthly, and after the payments to be made under Article 13.1(a), 13.1(b), 13.1(c) and Article 13.1(d) have been made in full, to the I Ordinary Shareholders until I Ordinary Shareholders shall each have received under this Article 13.1(e) an amount per I Ordinary Share held equal to the I Ordinary Share Issue Price;
- (f) sixthly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d) and 13.1(e) have been made in full, to the H Ordinary Shareholders until H Ordinary Shareholders shall each have received under this Article 13.1(f) an amount per H Ordinary Share held equal to the H Ordinary Share Issue Price;
- (g) seventhly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e) and 13.1(f) have been made in full, to the F Ordinary Shareholders and G Ordinary Shareholders until the F Ordinary Shareholders and G Ordinary Shareholders shall each have

received under this Article 13.1(g) an amount per F Ordinary Share and G Ordinary Share held equal to the relevant F&G Issue Price of each F Ordinary Share and G Ordinary Share respectively;

- (h) eighthly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f) and 13.1(g) have been made in full, to the Junior Shareholders until the Junior Shareholders shall each have received under this Article 13.1(h) an amount per Junior Share held equal to the F&G Lower Issue Price;
- (i) ninthly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g) and 13.1(h) have been made in full, to the B Ordinary Shares until the B Ordinary Shareholders shall each have received under this Article 13.1(i) an amount per B Ordinary Share held equal to the B Ordinary Share Issue Price;
- (j) tenthly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h) and 13.1(i) have been made in full, to the F&G Lower Issue Price Recipients until the F&G Lower Issue Price Recipients shall each have received under this Article 13.1(j) an amount per F&G Lower Issue Price Share held equal to the F&G Issue Price Difference;
- (k) eleventhly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i) and 13.1(j) have been made in full, to the B Ordinary Shareholders until the B Ordinary Shareholders shall each have received under this Article 13.1(k) an amount per B Ordinary Share held equal to the difference between the B Ordinary Share Issue Price and the F&G Higher Issue Price;
- (l) twelfthly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j) and 13.1(k) have been made in full, to the B Ordinary Shareholders, the Junior Shareholders, the F Ordinary Shareholders and the G Ordinary Shareholders and until such B Ordinary Shareholders, Junior Shareholders, F Ordinary Shareholders and G Ordinary Shareholders shall each have received a total amount under Articles 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k) and this Article 13.1(l) per B Ordinary Share, Junior Share, F Ordinary Share and G Ordinary Share, as the case may be, held equal to the H Ordinary Share Issue Price;
- (m) thirteenthly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k) and 13.1(l) have been made in full, to the B Ordinary Shareholders, the Junior Shareholders, F Ordinary Shareholders, G Ordinary Shareholders and H Ordinary Shareholders until such Shareholders shall each have received a total amount under Articles 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k), 13.1(l) and this Article 13.1(m) per B Ordinary Share, Junior Share, F Ordinary Share, G Ordinary Share and H Ordinary Share, as the case may be, held equal to the I Ordinary Share Issue Price;
- (n) fourteenthly, and after the payments to be made under Articles

13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k), 13.1(l) and 13.1(m) have been made in full, to the B Ordinary Shareholders, the Junior Shareholders, F Ordinary Shareholders, G Ordinary Shareholders, H Ordinary Shareholders, I Ordinary Shareholders and J Ordinary Shareholders until such Shareholders shall each have received a total amount under Articles 13.1(a), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k), 13.1(l), 13.1(m) and this Article 13.1(n) per B Ordinary Share, Junior Share, F Ordinary Share, G Ordinary Share, H Ordinary Share, I Ordinary Share, J Ordinary Share and M Ordinary Share, as the case may be, held equal to three times the M Ordinary Share Issue Price;

- (o) fifteenthly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k), 13.1(l), 13.1(m) and 13.1(n) have been made in full, to the B Ordinary Shareholders, the Junior Shareholders, F Ordinary Shareholders, G Ordinary Shareholders, H Ordinary Shareholders, I Ordinary Shareholders, J Ordinary Shareholders and M Ordinary Shareholders until such Shareholders shall each have received a total amount under Articles 13.1(a), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k), 13.1(l), 13.1(m), 13.1(n) and this Article 13.1(o) per B Ordinary Share, Junior Share, F Ordinary Share, G Ordinary Share, H Ordinary Share, I Ordinary Share, J Ordinary Share and M Ordinary Share, as the case may be, held equal to the highest J Ordinary Share Issue Price;
- (p) sixteenthly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k), 13.1(l), 13.1(m), 13.1(n) and 13.1(o) have been made in full, to the B Ordinary Shareholders, the Junior Shareholders, F Ordinary Shareholders, G Ordinary Shareholders, H Ordinary Shareholders, I Ordinary Shareholders, J Ordinary Shareholders, K Ordinary Shareholders and M Ordinary Shareholders until such Shareholders shall each have received a total amount under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k), 13.1(l), 13.1(m), 13.1(n), 13.1(o) and this Article 13.1(p) per B Ordinary Share, Junior Share, F Ordinary Share, G Ordinary Share, H Ordinary Share, I Ordinary Share, J Ordinary Share, K Ordinary Share and M Ordinary Share, as the case may be, held equal to the K Ordinary Share Issue Price;
- (q) seventeenthly, and after the payments to be made under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k), 13.1(l), 13.1(m), 13.1(n), 13.1(o) and 13.1(p) have been made in full, to the B Ordinary Shareholders, the Junior Shareholders, F Ordinary Shareholders, G Ordinary Shareholders, H Ordinary Shareholders, I Ordinary Shareholders, J Ordinary Shareholders, K Ordinary Shareholders, L Ordinary Shareholders and M Ordinary Shareholders until such Shareholders shall each have received a total amount under Articles 13.1(a), 13.1(b), 13.1(c), 13.1(d), 13.1(e), 13.1(f), 13.1(g), 13.1(h), 13.1(i), 13.1(j), 13.1(k), 13.1(l), 13.1(m), 13.1(n), 13.1(o), 13.1(p) and this Article 13.1(q) per B Ordinary Share, Junior Share, F Ordinary Share, G Ordinary Share, H Ordinary Share, I Ordinary Share, J Ordinary Share, K Ordinary Share, L Ordinary Share and M Ordinary Share, as the case may be,

held equal to the L Ordinary Share Issue Price; and

- (r) finally, the balance of the assets available for distribution (if any) shall be distributed amongst the holders of Ordinary Shares pro rata to the number of Ordinary Shares held (as if all Shares are of the same class).

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in this Article 13.1.

- 13.2 On a Disposal, the surplus assets of the Company (taking into account the Proceeds of Sale) remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 12 and each Shareholder shall (to the extent lawful and within its control) take any reasonable action required by the Directors to enable such distribution (including, but without prejudice to the generality of this Article 13.2, such action as may be necessary to put the Company into voluntary liquidation so that Article 12 applies).

- 13.3 On an Listing:

- (a) the Company shall issue to each Shareholder such number (if any) of Ordinary Shares as is necessary to ensure that the proportion of Shares held by each Shareholder following the completion of all such Share issued under this Article 13.3(a), shall be equal to each Shareholder's entitlement to the Proceeds of Sale had the Listing been effected by way of a Sale or a Disposal (assuming that the valuation of the Company in respect of the Listing was equal to the Pre-New Money Valuation);
- (b) any additional Ordinary Shares shall be paid up by the automatic capitalisation of any amount standing to the credit of the share premium account or any other available reserve of the Company as determined by the Directors and those additional Ordinary Shares shall be issued at par fully paid. The capitalisation shall be automatic and shall not require any action on the part of the Shareholders and the Directors shall allot the Ordinary Shares arising on the capitalisation to the Shareholders entitled to them in accordance with this Article. If the Company is not legally permitted to carry out the capitalisation, the relevant Ordinary Shareholders shall be entitled to subscribe in cash at par for that number of additional Ordinary Shares as would otherwise have been issued pursuant to this Article 13.3(b);
- (c) all classes of Ordinary Shares shall be re-designated into one class of Shares; and
- (d) to the extent that the Company is restricted from issuing any such Ordinary Shares, the Directors and each Shareholder shall procure (so far as they are able) that the Directors shall be given all relevant authority (and the Directors shall exercise the same) and all other corporate actions shall be taken to the extent necessary to permit the issue required and all Shareholders shall vote in favour of the necessary resolutions to enable the issue to be made.

- 13.4 In the event of an Exit approved by the Board and the Investors in accordance with the terms of these Articles (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit ("**Actions**"). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking such actions as are necessary to effect the Proposed Exit and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders.

14 Variation of Class Rights

- 14.1 Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) with the consent in writing of the holders of at least 75% in nominal value of the issued shares of that class, together with Super Investor Consent, provided that for such purposes:
- (a) the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares shall be treated as a single class of Shares for the purposes of this Article 14; and
 - (b) the J Ordinary Shares and the K Ordinary Shares shall be treated as a single class of Shares for the purposes of this Article 14.
- 14.2 The creation of a new class of shares which has preferential rights to one or more existing classes of shares or the conversion of any Ordinary Shares in accordance with Article 13.3(c) shall not constitute a variation of the rights attaching to shares.

15 Pre-emption Rights on the Issue of Further Shares

- 15.1 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.
- 15.2 Unless otherwise agreed with Super Investor Consent, if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of the Shares (each an "**Offeree**") on a pari passu basis (as if they constituted Shares of the same class) and in the respective proportions that the number of Shares held by each such holder bears to the total number of Shares held by all such holders (as nearly as possible without involving fractions) and on the same terms, and at the same price, as those Relevant Securities are being, or are to be, offered to any other person.
- 15.3 An offer made under Article 15.2 shall:
- (a) be in writing and give details of the number, class and Issue Price (including any share premium) of the Relevant Securities being offered;

- (b) remain open for a period of 20 Business Days from the date of service of the offer; and
 - (c) stipulate that any Offeree who wishes to subscribe for a number of Relevant Securities in excess of the number to which he or she is entitled under Article 15.2 shall, in his or her acceptance, state the number of excess Relevant Securities ("**Excess Securities**") for which he or she wishes to subscribe.
- 15.4 If, on the expiry of an offer made in accordance with Article 15.2, the total number of Relevant Securities applied for is less than the total number of Relevant Securities so offered, the Directors shall allot the Relevant Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement pursuant to Article 15.2.
- 15.5 Any Relevant Securities not accepted by Offerees pursuant to an offer made in accordance with Article 15.2 shall be used to satisfy any requests for Excess Securities made pursuant to Article 15.3(c). If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants for Excess Securities in the respective proportions that the number of Shares held by each such applicant bears to the total number of Shares held by such applicants (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him or her).
- 15.6 If, after completion of the allotments referred to in Articles 15.4 and 15.5, not all of the Relevant Securities have been allotted, the balance of such Relevant Securities shall be offered to the Offerees who applied for some Relevant Securities under the procedure set out in Articles 15.2 to 15.5, pro-rata to their existing shareholding (as if they constituted one class of share), and on the same terms, and at the same price, as those Relevant Securities are being, or are to be, offered to any other person. Such offer shall be made in accordance with Article 15.5 and the provisions of Article 15.4 and Article 15.5 shall, with necessary modifications, apply to such offer.
- 15.7 If, after completion of the allotments referred to in Article 15.4, Article 15.5 and Article 15.6, not all of the Relevant Securities have been allotted, the balance of such Relevant Securities shall, subject to Article 15.8 be offered to any other person(s) as the Directors may, with Investor Consent, determine at the same price and on the same terms as the offer to the Shareholders.
- 15.8 The provisions of this Article 15 shall not apply to:
 - (a) the issue of any warrants or other right to purchase shares pursuant to the terms of any agreement entered into the Company prior to the Adoption Date; or
 - (b) the issue of any Ordinary Shares pursuant to Article 13.3; or
 - (c) any offer of Shares to any current or prospective employee or director of any Group Company where such offer is made pursuant to the terms of any option or other employee share incentive scheme that has been

adopted by the Board provided that no Shares shall be allotted to any current or prospective employee or director of any Group Company unless such person shall first have entered into a joint election with the relevant Group Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

- 15.9 Any Relevant Securities offered under this Article 15 to an MMC Fund may be accepted in full or part only by any MMC Fund in accordance with the terms of this Article 15.
- 15.10 Any Relevant Securities offered under this Article 15 to any Harbrook Investor may be accepted in full or part only by any Harbrook Investor in accordance with the terms of this Article 15.
- 15.11 Notwithstanding any other provision of this Article 15, and, save where the prior written consent of the Board has been received, the maximum direct or indirect interest in any Relevant Securities that a Shareholder can have in respect of any Shares shall be limited to such number of Shares as is equal to (i) in respect of any Shareholder other than Tylus Limited, 20% of the fully-diluted share capital of the Company; and (ii) in respect of Tylus Limited, 1% of the fully-diluted share capital of the Company, in each case taking into account all Shares that would be issued upon the exercise of all outstanding options, warrants and other rights to subscribe for Shares at the relevant date.

16 Transfers of Shares: General

- 16.1 Reference to the transfer of a Share in these Articles includes the transfer, assignment or other disposal 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.
- 16.2 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to Article 16.5, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 16.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he or she shall, save with the written consent of 75% in number of the Shares to the contrary (which must include the Founder) and with Super Investor Consent, be deemed to have immediately served a Transfer Notice in respect of all Shares held by him or her.
- 16.4 Any transfer of a Share by way of sale which is required to be made under Article 10, Article 20, Article 21 or Article 22 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 16.5 The Directors may (and shall, if requested by the Investors), as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed, in favour of the Company and the Investors agreeing to be bound by the terms of the Investment Agreement or any other shareholders' agreement in force between any of the Shareholders and the Company, in such form as the Directors (acting with Investor Consent) may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor). If any

condition is imposed in accordance with this Article 16.5, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee.

16.6 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may, and shall if so requested by at least two Investor Directors, require:

- (a) any holder (or the legal representatives of a deceased holder); or
- (b) any person named as a transferee in a transfer lodged for registration; or
- (c) such other person as the Directors or an Investor Director may reasonably believe to have information relevant to that purpose,

to provide the Company with any information and evidence that the Directors think fit regarding any matter which they deem relevant to that purpose.

16.7 If any such information or evidence referred to in Article 16.6 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 provided the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the Directors (including the Investor Directors) within 10 Business Days after receipt of such written notice, then, unless otherwise directed in writing by Super Investor Consent:

- (a) the relevant Shares shall cease to confer on the holder of them any rights:
 - (i) to vote (whether on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
 - (ii) to receive dividends or other distributions otherwise attaching to those Shares; or
 - (iii) to participate in any future issue of Shares issued in respect of those Shares; and
- (b) the Directors may with Super Investor Consent, by notice in writing to the relevant holder, determine that a Transfer Notice shall be deemed to have been given in respect of some or all of his or her Shares with effect from the date of service of the notice (or such later date as may be specified in such notice).

16.8 The Directors may (with Investor Consent) reinstate the rights referred to in Article 16.7(a) at any time and, in any event, such rights shall be reinstated on completion of a transfer made pursuant to Article 16.7(b).

16.9 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that:

- (a) it does not contain a Minimum Transfer Condition; and
 - (b) the Seller wishes to transfer all the Shares held by him or her (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice).
- 16.10 Any Transfer Notice (but not an Offer Notice (as defined in Article 21) or a Drag Along Notice (as defined in Article 22)) served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall (save with Investor Consent to the contrary) automatically be revoked by the service of a Deemed Transfer Notice.
- 16.11 From the Series L Adoption Date and until the date on which a Sale, Disposal or Listing takes place, the Founder shall not be entitled to transfer any Founder Shares other than as follows:
- (a) up to £15 million in aggregate with other members of the senior management of the Company pursuant to any secondary offer made on or around the L Shares Closing Date;
 - (b) in addition to limb (a) above, until and including the date falling 12 months immediately following the L Shares Closing Date, up to 10% of the Founder Shares; and
 - (c) in addition to limb (a) above, from the date falling 12 months immediately following the L Shares Closing Date until and including the date falling 36 months following the Series L Adoption Date, up to 20% of the Founder Shares (less any Founder Shares already transferred by the Founder under Article 16.11(a)),
- in each case save: (i) where required to do so pursuant to these Articles (including without limitation in connection with Article 22); (ii) pursuant to acceptance by the Founder of an Offer (as defined in Article 21.1); or (iii) with the written consent of the holders of 75% in number of the issued Shares (disregarding for this purpose any Excess Shares) and with Super Investor Consent.
- 16.12 Notwithstanding any other provision of this Article 16, and, save where the prior written consent of the Board has been received, the maximum direct or indirect interest in any Relevant Securities that a Shareholder can have in respect of any Shares shall be limited to such number of Shares as is equal to 20% of the fully-diluted share capital of the Company taking into account all Shares that would be issued upon the exercise of all outstanding options, warrants and other rights to subscribe for Shares at the relevant date.

17 Permitted Transfers of Shares

- 17.1 The A Ordinary Shareholders, the B Ordinary Shareholders, the C Ordinary Shareholders and the D Ordinary Shareholders (each an **‘Original Shareholder’** together with the E Ordinary Shareholders who transfer shares to a Permitted Transferee under Article 17.2) may transfer up to 20% of their shareholding to a Permitted Transferee.
- 17.2 An F Ordinary Shareholder, a G Ordinary Shareholder and an Investor may

transfer all or any of his/ her or its Shares to a Permitted Transferee.

17.3 Subject to Articles 17.1 and 17.2, a Shareholder may at any time transfer any Shares:

- (a) to an Associated Company provided always that if any transferee whilst it is a member ceases to be an Associated Company of the transferor, it shall, within twenty (20) Business Days after ceasing to be a Member of the Same Group as the transferor, transfer the Shares held by it back to the transferor or to another Permitted Transferee of the transferor. If the Permitted Transferee fails to make a transfer in accordance with this Article 17.3(a), a Transfer Notice shall be deemed to have been given on the expiry of the period set out above in respect of all of its Shares, which shall be irrevocable;
- (b) to any of the Shareholder's Privileged Relations;

17.4 Any F Ordinary Shareholder, G Ordinary Shareholder, H Ordinary Shareholder, I Ordinary Shareholder, J Ordinary Shareholder, K Ordinary Shareholder, L Ordinary Shareholder, M Ordinary Shareholder or Investor may at any time transfer any Shares:

- (a) where that F Ordinary Shareholder, G Ordinary Shareholder, H Ordinary Shareholder, I Ordinary Shareholder, J Ordinary Shareholder, K Ordinary Shareholder, L Ordinary Shareholder, M Ordinary Shareholder or Investor is or holds Shares as trustee, custodian or nominee for, or otherwise on behalf of, a partnership, unit trust or other fund (however constituted) to:
 - (i) the holders of units in or partners in or members of or investors in such partnership, unit trust or fund;
 - (ii) a partnership, unit trust or fund which has the same general partner, manager, or adviser as such partnership, unit trust or fund or whose general partner, manager or adviser is a member of the same group as the general partner, manager or adviser of such partnership, unit trust or fund; or
 - (iii) a trustee, custodian or nominee for any such partnership, unit trust or fund as is referred to in paragraph (ii) above;
- (b) to any person, body, firm or partnership whose business comprises to a material extent the holding for investment purposes of securities in and/or the provision of debt and other financial facilities to United Kingdom unlisted companies and includes any subsidiary, nominee, custodian or manager used by such person, firm or partnership to hold such investments or to make available such facilities, provided that the proposed transferee is not a person (or a nominee for a person) whom the Investors or the A Ordinary Shareholders, acting reasonably, determine to be a competitor (or a member of the Same Group as, or an investor in, a competitor) of the business of any Group Company, save that in the case of any proposed transfer of Shares by the SVF II Investor:
 - (i) references to "competitor" in this Article 17.4(b) shall be deemed to be references to "Covered Party";
 - (ii) in the case of a proposed transferee who holds only a minority investment in a Covered Party, this Article 17.4(b) shall not

- apply provided that the proposed transferee undertakes to the Company not to exercise any right to appoint a Director to the Board for as long as they continue to hold any investment in such Covered Party; and
- (iii) in the event that the Board reasonably determines (x) that the proposed transferee is not a Covered Party but that such proposed transferee is nonetheless a competitor of the Company, or a member of the Same Group as, a competitor of the Company; and (y) that the provision of commercially sensitive information to such proposed transferee would be materially prejudicial to the interests of the Company, the Board may suspend the right of such proposed transferee to appoint an Investor Director and/or to receive information (if such proposed transferee would otherwise be entitled to appoint an Investor Director and/or receive information) for so long as such proposed transferee is a shareholder in the Company or for such shorter time as the Board shall determine, and, for the avoidance of doubt, in such case the SVF II Investor shall not be prohibited from transferring any of the Shares to such competitor of the Company (or a member of the Same Group as, or an investor in, such competitor of the Company);
- (c) to any investment trust company whose shares are listed on a recognised investment exchange which is also managed by such F Ordinary Shareholder, G Ordinary Shareholder, H Ordinary Shareholder, I Ordinary Shareholder, J Ordinary Shareholder, K Ordinary Shareholder, L Ordinary Shareholder, M Ordinary Shareholder or Investor or the manager of such F Ordinary Shareholder, G Ordinary Shareholder, H Ordinary Shareholder, I Ordinary Shareholder, J Ordinary Shareholder, K Ordinary Shareholder, L Ordinary Shareholder, M Ordinary Shareholder or Investor or by a holding company of such management company or any subsidiary company of such holding company;
 - (d) to any partner of a limited partnership (or their nominees) acting in such capacity (provided such transfer is made in accordance with the fund or partnership agreement governing such entity or partnership) or to the holders of units in a unit trust (or their nominees) on a distribution in kind or otherwise under the relevant partnership agreement or trust deed, provided that the proposed transferee is not a person (or a nominee for a person) whom the Investors or the A Ordinary Shareholders, acting reasonably, determine to be a competitor (or a member of the Same Group as, or an investor in, a competitor) of the business of any Group Company, save that in the case of any proposed transfer of Shares by the SVF II Investor:
 - (i) references to “competitor” in this Article 17.4(d) shall be deemed to be references to “Covered Party”;
 - (ii) in the case of a proposed transferee who holds only a minority investment in a Covered Party, this Article 17.4(d) shall not apply provided that the proposed transferee undertakes to the Company not to exercise any right to appoint a Director to the Board for as long as they continue to hold any investment in such Covered Party; and
 - (iii) in the event that the Board reasonably determines (x) that the proposed transferee is not a Covered Party but that such proposed transferee is nonetheless a competitor of the

Company, or a member of the Same Group as, a competitor of the Company; and (y) that the provision of commercially sensitive information to such proposed transferee would be materially prejudicial to the interests of the Company, the Board may suspend the right of such proposed transferee to appoint an Investor Director and/or to receive information (if such proposed transferee would otherwise be entitled to appoint an Investor Director and/or receive information) for so long as such proposed transferee is a shareholder in the Company or for such shorter time as the Board shall determine, and, for the avoidance of doubt, in such case the SVF II Investor shall not be prohibited from transferring any of the Shares to such competitor of the Company (or a member of the Same Group as, or an investor in, such competitor of the Company);

- (e) which are held by an F Ordinary Shareholder, G Ordinary Shareholder, H Ordinary Shareholder, I Ordinary Shareholder, J Ordinary Shareholder, K Ordinary Shareholder, L Ordinary Shareholder, M Ordinary Shareholder or Investor on behalf of any collective investment scheme (within the meaning of section 235 of FSMA), to participants (within the meaning of that section), in the scheme in question; and
- (f) to the beneficial owner of the Shares, including, without limitation, to any person who becomes a general partner, nominee or trustee for a limited partnership, unit trust or investment trust in place of, or in addition to, the Investor.

17.5 Except with respect a Permitted Transfer pursuant to 17.9, if the Shareholder is a company, and a Permitted Transfer has been made pursuant to Article 17.3(a), the Permitted Transferee shall, within twenty (20) Business Days after ceasing to be a Member of the Same Group as the Original Shareholder, transfer the Shares held by it back to the Original Shareholder or to another Permitted Transferee of the Original Shareholder. If the Permitted Transferee fails to make a transfer in accordance with this Article 17.5, a Transfer Notice shall be deemed to have been given on the expiry of the period set out above in respect of all of its Shares, which shall be irrevocable.

17.6 If the Original Shareholder is an individual and a Permitted Transfer has been made to a Privileged Relation of the Original Shareholder, the Permitted Transferee (or the transmittee(s) of any such person), shall within 10 Business Days of ceasing to be a Privileged Relation of the Original Shareholder (whether by reason of death, divorce or otherwise) either:

- (a) execute and deliver to the Company a transfer of the Shares held by him or her to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
- (b) give a Transfer Notice to the Company in accordance with Article 20.

failing which a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this Article 17.6.

17.7 Notwithstanding any other provision of this Article 17, a transfer of any Shares

approved by prior written consent of the holders of the majority of the A Ordinary Shares and with Super Investor Consent, may be made without any price or other restriction and any such transfer shall be registered by the Directors.

- 17.8 Notwithstanding any other provision of this Article 17, and, save where the prior written consent of the Board has been received, the maximum direct or indirect interest in any Relevant Securities that a Shareholder can have shall be limited so that the total number of Shares which it holds (including any Relevant Securities) is equal to 20% of the fully-diluted share capital of the Company taking into account all Shares that would be issued upon the exercise of all outstanding options, warrants and other rights to subscribe for Shares at the relevant date.
- 17.9 Without any prejudice to other provisions of this Article 17, the SVF II Investor may at any time transfer all or any of its Shares to a Permitted Transferee. The Permitted Transferee shall, within twenty (20) Business Days after ceasing to be the Permitted Transferee of the SVF II Investor, transfer the Shares held by it back to the SVF II Investor or to another Permitted Transferee of the SVF II Investor. If the Permitted Transferee fails to make a transfer in accordance with this Article 17.9, a Transfer Notice shall be deemed to have been given on the expiry of the period set out above in respect of all of its Shares, which shall be irrevocable.
- 17.10 Without any prejudice to other provisions of this Article 17, Railpen may at any time transfer all or any of its Shares to a Permitted Transferee. The Permitted Transferee shall, within twenty (20) Business Days after ceasing to be the Permitted Transferee of Railpen, transfer the Shares held by it back to Railpen or to another Permitted Transferee of Railpen. If the Permitted Transferee fails to make a transfer in accordance with this Article 17.10, a Transfer Notice shall be deemed to have been given on the expiry of the period set out above in respect of all of its Shares, which shall be irrevocable.

18 Pre-emption Rights on the Transfer of Shares

- 18.1 Except where the provisions of Article 17 (Permitted Transfers), Article 22 (Drag clause) or Article 10.5 apply (including any subsequent share transfer by an EBT of any A Ordinary Shares or B Ordinary Shares transferred to an EBT under Article 10.5) and except where this Article 18 is dis-applied in accordance with Article 18.16, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 18.
- 18.2 A transfer or deemed transfer of Shares under the provisions of Article 20 shall be subject to the pre-emption rights in this Article 18.
- 18.3 A Shareholder who wishes to transfer Shares (a “**Seller**”) shall, before transferring or agreeing to transfer any Shares, give notice in writing (a “**Transfer Notice**”) to the Company specifying:
- (a) subject to Article 16.9(b), the number of Shares he or she wishes to transfer (“**Sale Shares**”);
 - (b) the name of the proposed transferee, if any;
 - (c) the price per Sale Share (in cash), if any, at which he or she wishes to transfer the Sale Shares (the “**Proposed Sale Price**”); and

- (d) subject to Article 16.9(a), whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a “**Minimum Transfer Condition**”).
- 18.4 Once given, a Transfer Notice may only be withdrawn with Investor Consent.
- 18.5 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company as the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 18.6 As soon as practicable following the later of:
 - (a) receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and
 - (b) the determination of the Transfer Price,

the Directors shall (unless the Transfer Notice is withdrawn in accordance with Article 18.4) offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article 18 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 18.7 The Company shall offer the Sale Shares to the other Shareholders (the “**Offer Shareholders**”) (pro rata as if they constitute one class of shares) on the basis set out in Article 18.8 to Article 18.15 (inclusive).
- 18.8 The Directors shall offer the Sale Shares to the Offer Shareholders and shall invite them to apply in writing within the period from the date of the offer to the date 30 Business Days after the date of the offer (both dates inclusive) (the “**Offer Period**”) for the maximum number of Sale Shares they wish to buy.
- 18.9 If:
 - (a) at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Directors shall allocate the Sale Shares to each Offer Shareholder who has applied for Sale Shares in the proportion which his or her existing holding of Shares bears to the total number of Shares held by all Offer Shareholders (other than the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the Directors). No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he or she has stated he or she is willing to buy;
 - (b) not all Sale Shares are allocated following allocations in accordance with Article 18.9(a), but there are applications for Sale Shares that have not been satisfied, the Directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in Article 18.9(a) mutatis mutandis ignoring for this purpose those Offer Shareholders who have not applied for more than their relevant proportion of the Sale Shares. The procedure set out in this Article 18.9(b) shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

- (c) at the end of the offer periods referred to in (a) and (b) above, the total number of Sale Shares applied for is less than the number of Sale Shares, the Directors shall allocate the Sale Shares to the Offer Shareholders in accordance with their applications;
- (d) there is any balance of Sale Shares unallocated (the “**Surplus Shares**”) such shares shall be offered to the Offer Shareholders inviting them to apply in writing to buy the Surplus Shares, following the procedures and offer periods set out in Article 18.9(a) to 18.9(c) above mutatis mutandis provided that the procedures and offer periods set out in Article 18.9(a) to 18.9(c) shall only be followed before progressing to Article 18.9(e); and
- (e) at the end of all offer periods referred to above, there are unallocated Sale Shares they shall be dealt with in accordance with article 18.14.

18.10 Where the Transfer Notice contains a Minimum Transfer Condition:

- (a) any allocation made under Article 18.9 shall be conditional on the fulfilment of the Minimum Transfer Condition; and
- (b) if the total number of Sale Shares applied for under Articles 18.8 and 18.9 is less than the number of Sale Shares specified in the Minimum Transfer Condition, the Board shall notify the Seller and all those Shareholders to whom Sale Shares have been conditionally allocated stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

18.11 Where either:-

- (a) the Transfer Notice does not contain a Minimum Transfer Condition; or
- (b) allocations have been made in respect of all the Sale Shares,

the Directors shall, when no further offers or allocations are required to be made under Articles 18.8 and 18.9, give notice in writing of the allocations of Sale Shares (an “**Allocation Notice**”) to the Seller and each Shareholder to whom Sale Shares have been allocated (each an “**Applicant**”). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice).

18.12 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.

18.13 If the Seller fails to comply with Article 18.12:

- (a) the Chairperson (or, failing him or her, any other Director or some other person nominated by a resolution of the Directors) may, as agent and attorney on behalf of the Seller:
 - (i) complete, execute and deliver in his or her name all

documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

(ii) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and

(iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

(b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he or she has delivered his or her certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

18.14 Where a Transfer Notice lapses pursuant to Article 18.10(b) or where an Allocation Notice does not relate to all the Sale Shares, the Seller may, with Investor Consent, at any time during the 10 Business Days following the date the Transfer Notice lapses or the date of service of the Allocation Notice (as applicable), transfer any Sale Shares either the subject of a lapsed Transfer Notice or not the subject of an Allocation Notice to any person at a price at least equal to the Transfer Price. The sale of such Shares in accordance with this Article 18.14 shall not be subject to any Minimum Transfer Condition.

18.15 The Seller's right to transfer Shares under Article 18.14 does not apply if the Directors reasonably consider that:

- (a) the proposed transferee is a person (or a nominee for a person) whom the Investors or the A Ordinary Shareholders determine to be a competitor (or a member of the Same Group as, or an investor in, a competitor) of the business of any Group Company, provided that in the case of any proposed transfer of Shares by the SVF II Investor:
 - (i) references to "competitor" in this Article 18.15(a) shall be deemed to be references to "Covered Party";
 - (ii) in the case of a proposed transferee who holds only a minority investment in a Covered Party, this Article 18.15(a) shall not apply provided that the proposed transferee undertakes to the Company not to exercise any right to appoint a Director to the Board for as long as they continue to hold any investment in such Covered Party; and
 - (iii) in the event that the Board reasonably determines (x) that the proposed transferee is not a Covered Party but that such proposed transferee is nonetheless a competitor of the Company, or a member of the Same Group as, a competitor of the Company; and (y) that the provision of commercially sensitive information to such proposed transferee would be materially prejudicial to the interests of the Company, the Board may suspend the right of such proposed transferee to appoint an Investor Director and/or to receive information (if such proposed transferee would otherwise be entitled to appoint an Investor Director and/or receive information) for so long as such proposed transferee is a shareholder in the Company or for such shorter time as the Board shall determine, and, for the avoidance of doubt, in such case the SVF II Investor shall not be prohibited from transferring any of the Shares to such competitor of the Company (or a member of the Same Group as, or an investor in, such competitor of the Company);
- (b) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- (c) the Seller has failed or refused to promptly provide information available to him or her and reasonably requested to enable the Directors to form the opinion referred to in Article 18.15(b).

18.16 Any Sale Shares offered under this Article 18 to an MMC Fund may be accepted in full or part only by any MMC Fund in accordance with the terms of this Article 18.

18.17 Notwithstanding any other provision of this Article 18, the Directors may, subject to the prior written consent of the holders of a majority of the A Ordinary Shares and with Super Investor Consent, elect to dis-apply this Article 18 in respect of any transfer to any person approved by the Directors, where such person has offered to either (i) acquire an equal proportion of each Shareholder's shares and otherwise (in the opinion of the Directors, acting reasonably) treated each Shareholder fairly in respect of such offer (save in each case for any Shareholder who otherwise consents in writing) or (ii) acquire shares on a non-pre-emptive basis where the terms of such offer have otherwise been approved by the Board. Any such dis-application shall be subject to such other conditions as the Directors may stipulate for such

dis-application.

- 18.18 Notwithstanding any other provision of this Article 18, and, save where the prior written consent of the Board has been received, the maximum direct or indirect interest in any Relevant Securities that a Shareholder can have in respect of any Shares shall be limited to such number of Shares as is equal to 20% of the fully-diluted share capital of the Company taking into account all Shares that would be issued upon the exercise of all outstanding options, warrants and other rights to subscribe for Shares at the relevant date.

19 Valuation

- 19.1 The “**Transfer Price**” for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall (save where expressly provided otherwise in these Articles) be:

- (i) the price per Sale Share (in cash) agreed between the Directors (any Director with whom the Seller is connected not voting), acting with Investor Consent, and the Seller; or
- (ii) in default of agreement within 20 Business Days after the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share.

- 19.2 The Fair Value shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions:

- (a) valuing the Sale Shares as on an arm’s-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Sale Shares are capable of being transferred without restriction;
- (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
- (e) reflecting any other factors which the Independent Expert reasonably believes should be taken into account.

- 19.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.

- 19.4 The Directors will give the Independent Expert access to all accounting records or other relevant documents of the Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.

- 19.5 The Seller and the Directors shall be entitled to make submissions to the Independent Expert and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent

Expert may reasonably require for the purpose of reaching a decision.

- 19.6 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding (in the absence of fraud or manifest error).
- 19.7 The Independent Expert shall be requested to determine the Fair Value within 20 Business Days after its appointment and to deliver its certificate to the Company. Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.
- 19.8 The cost of obtaining the Independent Expert's certificate shall be borne by the Seller and the Company equally or in such other proportions as the Independent Expert directs unless:
- (a) the Seller withdraws the relevant Transfer Notice in accordance with Article 18.4; or
 - (b) in respect of a Deemed Transfer Notice, the Fair Value is less than the price per Sale Share offered to the Seller by the Directors before the appointment of the Independent Expert,

in which case the Seller shall bear the cost.

20 Compulsory Transfers

- 20.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder (or equivalent procedure in any jurisdiction outside England and Wales) shall be deemed to have given a Transfer Notice in respect of that Share at such time as the Directors may determine.
- 20.2 If a Shareholder which is a body corporate either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it or any material part of its assets or suffers or takes any equivalent action in any jurisdiction outside England and Wales, that Shareholder shall be deemed to have given a Transfer Notice in respect of all Shares held by it at such time as the Directors may determine. This Article 20.2 shall not apply to a Shareholder that is an Investor.
- 20.3 If there is a change in control (as "control" is defined in section 1124 of the Corporation Tax Act 2010) of any Shareholder which is a company it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its name (or the name of its nominee(s)) save that, where that Shareholder acquired Shares as a Permitted Transferee, it shall first be permitted to transfer those Shares back to the Shareholder from whom it received its Shares or to any other Permitted Transferee of that Shareholder before being required to serve a Transfer Notice. This Article 20.3 shall not apply to a Shareholder that is an Investor.

21 Tag Along

- 21.1 If any Shareholder(s) proposes to accept an offer from a bona fide arm's-length purchaser (the "Buyer") to buy some or all of their Shares and the completion of such sale would result in the Buyer (and/or persons Acting in Concert with him or her) acquiring a Controlling Interest in the Company (the

“Proposed Transfer”), the relevant Shareholder shall procure that prior to the completion of the Proposed Transfer, the Buyer shall make an offer (the **“Offer”**) to each Shareholder, to buy all of the Shares held by such Shareholders on the date of the Offer for a consideration in cash per Share (the **“Offer Price”**) which is equal to the price per Share offered, paid or to be paid by the Buyer, or any person Acting in Concert with the Buyer, for any Shares in connection with the Proposed Transfer or any transaction in the 12 calendar months preceding the date of completion of the Proposed Transfer.

21.2 The Offer shall be made by notice in writing (an **“Offer Notice”**) addressed to each Shareholder on the date of the Offer and at least 20 Business Days (the **“Offer Period”**) before the date fixed for completion of the Proposed Transfer (the **“Sale Date”**). The Offer Notice shall specify:

- (a) the identity of the Buyer (and any person(s) acting in concert with the Buyer);
- (b) the Offer Price and any other terms and conditions of the Offer and, for the avoidance of doubt, the terms and conditions of the Offer shall be substantially similar to those offered by the Buyer to the selling Shareholder;
- (c) the Sale Date; and
- (d) the number of Shares which would be held by the Buyer (and persons acting in concert with the Buyer) on completion of the Proposed Transfer.

21.3 The completion of the Proposed Transfer shall be conditional in all respects on:

- (a) the making of an Offer in accordance with this Article 21; and
- (b) the completion of the transfer of any Shares by any Shareholder (each an **“Accepting Shareholder”**) who accepts the Offer within the Offer Period,

and the Directors shall refuse to register any Proposed Transfer made in breach of this Article 21.

21.4 If any Shareholder(s) proposes to accept an offer from a bona fide arm’s-length purchaser (also a **“Buyer”**) to buy some or all of their Shares and the completion of such sale would not result in the Buyer (and/or persons Acting in Concert with him or her) acquiring a Controlling Interest in the Company but would result in the Buyer (and/or persons Acting in Concert with him or her) acquiring not less than twenty-five (25) per cent. (%) of the Company’s issued share capital (also a **“Proposed Transfer”**), the relevant Shareholder shall procure that prior to the completion of the Proposed Transfer, the Buyer shall make an offer (also an **“Offer”**) to each Shareholder on the date of the Offer, to buy such proportion of the Shares held by such Shareholders on the date of the Offer as is equal to the proportion of the Company’s entire issued share capital that the Buyer is to acquire pursuant to the Proposed Transaction for a consideration in cash per Share (also the **“Offer Price”**) which is equal to the price per Share offered, paid or to be paid by the Buyer, or any person Acting in Concert with the Buyer, for any Shares in connection with the Proposed Transfer or any transaction in the 12 calendar months

preceding the date of completion of the Proposed Transfer.

- 21.5 The provisions of Articles 21.2 and 21.3 shall apply, mutatis mutandis, to any Proposed Transfer the subject of Article 21.4.
- 21.6 For the avoidance of doubt, any Proposed Transfer and/or any purchase of Shares from Accepting Shareholders pursuant to an Offer made under this Article 21 shall only be made after the pre-emption provisions of Article 18 (where applicable) have been complied with in full provided that once those provisions have been complied with in full, the pre-emption provisions of Article 18 shall not then apply to any proposed transfer of shares pursuant to the provisions of this Article 21. For the avoidance of doubt, the provisions of this Article 21 shall not apply to any Share transfers made pursuant to Article 17.

22 Drag Along

Subject to the terms of any Relevant Agreement, if the holders of more than 50% of the Shares (or such higher percentage as may be agreed in any Relevant Agreement from time to time) (such holders being the **"Selling Shareholders"**), wish to transfer all of their interest in Shares (**"Sellers' Shares"**) to a bona fide arm's-length purchaser (**"Proposed Buyer"**), the Selling Shareholders shall have the option (**"Drag Along Option"**) to require all the other holders of Shares on the date of the request (**"Called Shareholders"**) to sell and transfer all their interest in Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this Article 22.

- 22.1 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**"Drag Along Notice"**) at any time before the transfer of their Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all of their Called Shares pursuant to this Article 22;
 - (b) the person to whom the Called Shares are to be transferred;
 - (c) the consideration for which the Called Shares are to be transferred (which may be cash, non-cash or a combination of both, and which shall be calculated or determined in accordance with Article 13 and this Article 22);
 - (d) the proposed date of the transfer; and
 - (e) the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the **"Sale Agreement"**).
- 22.2 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold their Shares to the Proposed Buyer within 30 Business Days after serving the Drag Along Notice in respect of that sale. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

- 22.3 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Buyer were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Article 13 (the **"Drag Consideration"**). Where the consideration (or any part thereof) is non-cash consideration, any valuation of such consideration applicable to the consideration payable to the Selling Shareholders shall also be applicable to the consideration payable to the Called Shareholders. The Drag Consideration may be subject to adjustment (on the basis of completion accounts or another similar mechanisms) on the same terms as the consideration payable to the Selling Shareholders. The Investors shall not be required to comply with Articles 22.1 to 22.6 and/or Article 22.9 and shall not be required to sell their Shares as "Called Shareholders" unless the consideration for which the Called Shares are to be transferred in relation to a proposed Sale is cash or is accompanied by a cash alternative, such cash alternative to be to the reasonable satisfaction of the Investors, or is in the form of freely transferable fully paid shares in a company whose shares are admitted to trading or listed on a recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000).
- 22.4 No Drag Along Notice shall require the Called Shareholders to agree to any terms except those specifically set out in this Article, including that a Called Shareholder:
- (a) shall be obliged to undertake to transfer his or her Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) on receipt of the Drag Consideration when due; and
 - (b) shall be required to provide representations and warranties related to capacity, authority, ownership and the ability to convey title to the Called Shares.
- 22.5 Within 15 Business Days after the Company copying the Drag Along Notice to the Called Shareholders (or the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, whichever is earlier) or such other date as may be specified in the Drag Along Notice (the **"Completion Date"**), each Called Shareholder shall deliver to the Company:
- (a) a signed stock transfer form for the Called Shares;
 - (b) the relevant share certificate (or a suitable indemnity for any lost share certificate in a form acceptable to the Board); and
 - (c) a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the **"Drag Along Documents"**).
- 22.6 On the Completion Date, the Proposed Buyer (or, to the extent the Proposed Buyer has paid such consideration to the Company, the Company on behalf of the Proposed Buyer) shall:
- (a) pay or otherwise deliver or make available to each Called Shareholder, the Drag Consideration that is due; and/or

- (b) if the consideration (or any part thereof) is non-cash consideration, satisfy the consideration due to the Called Shareholders through the issue of shares or securities or the payment or transfer or other settlement of any other non-cash consideration which forms the non-cash consideration due to be issued, paid, transferred or otherwise settled to the Called Shareholders.

The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

- 22.7 To the extent that the Proposed Buyer has not, within 60 Business Days after the Completion Date, paid or put the Company in funds to pay the Drag Consideration that is then due to the Called Shareholders (or to the Company, on their behalf) in respect of the Called Shares or, in the case of any non-cash consideration, to the extent the Proposed Buyer has not made available or settled such non-cash consideration or satisfied the Board that the Proposed Buyer is in a position to issue, pay, transfer or otherwise settle such non-cash consideration, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further obligations under this Article 22 in respect of the relevant Drag Along Notice (without prejudice to any party's right to serve a further Drag Along Notice at any time thereafter).
- 22.8 If a Called Shareholder fails to deliver the Drag Along Documents for its Shares to the Company by the Completion Date, that Called Shareholder shall be deemed to have irrevocably appointed the Company and each Director or any person nominated for the purpose by the Selling Shareholders to be its agent to take such actions and execute all necessary Drag Along Documents and any other documentation required to achieve a sale of all that Called Shareholder's Shares (including any Share or Shares that have not Vested in accordance with Article 10) on its behalf, against receipt by the Company (on trust for such holder) of the Drag Consideration payable for the Called Shares or, in the case of any non-cash consideration, has otherwise made available or settled such non-cash consideration or has satisfied the Board that the Proposed Buyer is in a position to issue, pay, transfer or otherwise settle such non-cash consideration, and to deliver such Drag Along Documents and other documentation to the Proposed Buyer (or as he or she may direct) as the holder thereof,

PROVIDED THAT if any Investor (or a Permitted Transferee of an Investor) is a Called Shareholder the authority of any person deemed appointed pursuant to this Article 22.9 shall be limited to (i) the execution of a stock transfer form(s) transferring the shares held by such Investor (or its Permitted Transferee) to the Proposed Buyer and any other documents required to give the Proposed Buyer good title to such Shares free and clear of liens, encumbrances or adverse claims, in each case as the Company shall reasonably request, and (ii) the provision of warranties with respect to its ownership of such Shares and its ability to convey title thereto free and clear off liens, encumbrances or adverse claims.

After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of

Shares under this Article 22.9.

- 22.9 Neither the proposed sale of the Shares by the Selling Shareholders to the Proposed Buyer or the sale of the Called Shares by the Called Shareholders shall be subject to the rights of pre-emption set out in Article 18, or the tag along rights set out in Article 21.
- 22.10 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a **"New Shareholder"**), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Proposed Buyer and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

New Holding Company

- 22.11 In the event of a Holding Company Reorganisation approved by the Board (a **"Proposed Reorganisation"**), all Shareholders shall (a) consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Reorganisation and (b) take all such actions to tender their Shares as required pursuant to the Proposed Reorganisation (the **"Reorganisation Actions"**). The Shareholders shall be required to take all Reorganisation Actions with respect to the Proposed Reorganisation as are required by the Board to facilitate the Proposed Reorganisation. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Reorganisation Actions as are necessary to effect the Proposed Reorganisation and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents to effect the Proposed Reorganisation, including, without limitation, any share exchange agreement and/or stock transfer form.
- 22.12 The Company shall procure that the New Holding Company shall ensure that the shares issued by it to the Shareholders (or a subsequent holder, as the case may be) pursuant to the Holding Company Reorganisation will be credited as fully paid as to the amount determined in accordance with this Article and which new shares shall be subject to the constitutional documents of the New Holding Company and otherwise (subject to the express provisions of such constitutional documents) have the same rights as all other New Holding Company shares of the same class in issue at the time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment and issue of such New Holding Company shares).
- 22.13 On any person, following the date of completion of a Holding Company Reorganisation, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company or otherwise (a **"New Reorganisation Shareholder"**), the New Reorganisation Shareholder shall then be bound to do all such acts and things necessary in order to transfer all such resulting shares to the New Holding Company, and the provisions of this Article shall apply with the necessary changes to the New

Reorganisation Shareholder.

23 Disenfranchisement

- 23.1 Subject to Article 23.2, in the event any employee and/or consultant and or a director of the Company ceases to be a director and/or an employee and or consultant of the Company in any capacity, all Shares held by such person or or her Permitted Transferees (and any Shares issued to him or her or his or her permitted transferees after the date he or she ceases to be a director and/or an employee and or consultant of the Company by virtue of the exercise of any right or option granted or arising or by the exercise of any pre-emption rights by him or her, or his or her permitted transferees) shall cease to confer the right to be entitled to receive notice of or attend or vote at any general meeting or on any written resolution of the Company or at any meeting or on any written resolution of the holders of any class of Shares in the capital of the Company and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or class of members or any consent under these Articles or otherwise. Such rights shall be restored immediately upon a Sale, a Listing or the registering of a transfer of such employee's Shares or his or her permitted transferees' Shares pursuant to these Articles.
- 23.2 The provisions in Article 23.1 shall not apply to any Investor Director in relation to the shares held by such Investor Director, nor for the avoidance of doubt, any shares held by any Investor or to either of Stephen Draisey or Ian West.

24 Share Certificates

The Board may be resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical, electronic or other means or may be printed on them. Article 24(5) of the Model Articles shall be amended accordingly.

DECISION MAKING BY SHAREHOLDERS

25 General Meetings

- 25.1 No business other than, subject to Article 25.2, the appointment of the chairperson of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- 25.2 The Chairperson shall chair general meetings. If there is no Chairperson in office for the time being, or the Chairperson is unable to attend any general meeting, the Directors present at the meeting must appoint a Director present at the meeting (or, if no Directors are present, the Shareholders present at the meeting must appoint a Shareholder present at the meeting) to chair the meeting and the appointment of the chairperson of the meeting must be the first business of the meeting.
- 25.3 Each Investor Director shall by written notice to the Company have the right to require the Company to call a general meeting.

26 Voting

- 26.1 Subject to any other provisions in these Articles concerning voting rights,

each Share in the Company shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company.

- 26.2 The voting rights conferred on the Shares held by the BGF Investors pursuant to Article 26.1 shall be restricted to the lower of an aggregate 40% of the voting rights attaching to all Shares and the number of votes otherwise allocated to such Shares pursuant to Article 26.1.
- 26.3 No voting rights shall be conferred pursuant to Article 26.1 in respect of any Excess Shares.
- 26.4 Notwithstanding any provision to the contrary, any and all votes at any general meeting shall be held by a poll in such manner as the chairperson of the meeting directs. Model articles 42 and 44 shall not apply to the Company.
- 26.5 Model article 45(1) shall be amended by:
- (a) the deletion of model article 45(1)(d) and its replacement with the words “is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate”; and
 - (b) the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid” as a new paragraph at the end of that model article.
- 26.6 Model article 46(1) shall be amended by the deletion of the words “(either on a show of hands or on a poll)”.

27 Lien, Calls on Shares and Forfeiture

- 27.1 The Company has a lien (the “**Company’s Lien**”) over every Share, which is registered in the name of a person indebted or under any liability to the Company, whether he or she is the sole registered holder of the Share or one of several joint holders, for all monies payable by him or her (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.
- 27.2 Subject to the provisions of this Article 27.2, if:
- (a) a Lien Enforcement Notice has been given in respect of a Share and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that Share in such manner as the Directors decide.
- (c) A Lien Enforcement Notice:
 - (i) may only be given in respect of a Share which is subject to the Company’s Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

- (ii) must specify the Share concerned;
 - (iii) must require payment of the sum within 14 clear days after the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
 - (iv) must be addressed either to the holder of the Share or to a transmittee of that holder; and
 - (v) must state the Company's intention to sell the Share if the notice is not complied with.
- (d) Where Shares are sold under this Article 27.2:
 - (i) the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser; and
 - (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- (e) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien have been deducted) must be applied:
 - (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and
 - (ii) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable by that person (or his or her estate or any joint holder of the Shares) after the date of the Lien Enforcement Notice.
- (f) A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

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

27.3 Call notices

- (a) Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (a “**Call Notice**”) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a “**Call**”) which is payable to the Company at the date when the Directors decide to send the Call Notice.
- (b) A Call Notice:
 - (i) may not require a Shareholder to pay a Call which exceeds the total amount of his or her indebtedness or liability to the Company;
 - (ii) must state when and how any Call to which it relates is to be paid; and
 - (iii) may permit or require the Call to be made in instalments.
- (c) A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.
- (d) Before the Company has received any Call due under a Call Notice the Directors may:
 - (i) revoke it wholly or in part; or
 - (ii) specify a later time for payment than is specified in the notice,

by a further notice in writing to the Shareholder in respect of whose Shares the Call is made.
- (e) A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share:
 - (i) on allotment;
 - (ii) on the occurrence of a particular event; or

- (iii) on a date fixed by or in accordance with the terms of issue.

27.4 Forfeiture

- (a) If a person is liable to pay a Call and fails to do so by the Call payment date:
 - (i) the Directors may issue a notice of intended forfeiture to that person; and
 - (ii) until the Call is paid, that person must pay the Company interest on the Call from the Call payment date at the relevant rate.
- (b) A notice of intended forfeiture:
 - (i) may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;
 - (ii) must be sent to the holder of that Share (or all the joint holders of that Share) or to a transmittee of that holder;
 - (iii) must require payment of the Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
 - (iv) must state how the payment is to be made; and
 - (v) must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited.

ADMINISTRATIVE ARRANGEMENTS

28 Notices

- 28.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

- (c) if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 28.1, no account shall be taken of any part of a day that is not a working day.

- 28.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

29 Indemnity and Insurance

- 29.1 Subject to Article 29.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

- (a) each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a Relevant Officer:
 - (i) in the actual or purported execution and/or discharge of his or her duties, or in relation thereto; and
 - (ii) in relation to the Company's (or other Group Company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part, or in connection with any application in which the court grants him or her, in his or her capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or other Group Company's) affairs;

- (b) the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 29.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure; and
- (c) this Article 29 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

- 29.2 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

30 Data Protection

The Company may process the following categories of personal data in respect of the Shareholders and Directors: (i) identifying information, such as names, addresses and contact details, (ii) details of participation in the Company's affairs, such as attendance at and contribution to Company meetings, voting records etc., (iii) in the case of Shareholders, details of their respective shareholdings in the Company, (iv) any other information which is required to be recorded by law or 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 (together, "**Personal Data**"). The Company will only use the Personal Data where it has a valid legal basis to do so. The Company has a legitimate interest in processing Personal Data where it is necessary for the purposes of the proper administration of the Company and its affairs, the undertaking of due diligence exercises and compliance with applicable laws, regulations and procedures. The Company will use appropriate technical and organisational measures to safeguard Personal Data. The Company will retain Personal Data for no longer than is reasonably required. The Company may disclose Personal Data either electronically or manually to: (i) other Shareholders and Directors (each a "**Recipient**"); (ii) a Member of the same Group as a Recipient ("**Recipient Group Companies**"); (iii) employees, directors and professional advisers of that Recipient or any Recipient Group Companies; (iv) funds managed by any of the Recipient Group Companies; and (v) current or potential investors in the Company or purchasers of the Company's shares, provided always that the Company takes reasonable steps to ensure that Personal Data is treated in accordance with relevant data protection laws. The Personal Data will only be processed and stored within the European Economic Area and the UK, except to the extent permitted by applicable law.

31 INVESTOR SHARES DUE

- 31.1 Where any Investor is entitled to be allotted Shares pursuant to these Articles ("**Investor Shares Due**"), it may require by notice in writing to the Board that it shall be a condition of such allotment that such Shares be redesignated and/or varied into any class of Shares provided that the rights attached to such class of Shares are no more favourable to the Investor than those attached to the Investor Shares Due.
- 31.2 Any redesignation and/or variation of Investor Shares Due made pursuant to Article 31.1 shall be effected by resolution of the Board who shall be hereby authorised to do so for all purposes.