

The Companies Act 2006

Articles of Association  
of Activate Solutions Group Limited  
(Adopted by special resolution on 31 March 2021)

Private Company Limited by Shares

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION

of

ACTIVATE SOLUTIONS GROUPLIMITED

(Adopted by special resolution on 31 March 2021)

1. Defined terms

1.1 In these Articles:

"A ordinary shares"	means the A ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles;
<b>"Acceptance"</b>	has the meaning given in article 21.10;
<b>"Accepting Shareholder"</b>	has the meaning set out in article 25.5;
"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);
"alternate" or "alternate director"	has the meaning given in article 10;
"appointor"	has the meaning given in article 10;
"Asset Sale"	means the disposal by the Company of all or substantially all of its undertaking and assets;
"B ordinary shares"	means the B ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles;
"Board"	means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;
"Business Day"	means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

<b>“Buyer”</b>	has the meaning set out in article 25.1;
“C ordinary shares”	means the C ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles;
“CA 2006”	means the Companies Act 2006;
“call”	has the meaning given in article 36;
“call notice”	has the meaning given in article 36;
<b>“Called Shareholder”</b>	has the meaning set out in article 24.1;
<b>“Called Shares”</b>	has the meaning set out in article 24.2.1;
“certificate”	means a paper certificate (other than a share warrant) evidencing a person's title to specified shares or other securities;
“Company's lien”	has the meaning given in article 34.1;
<b>“Continuing Shareholder”</b>	has the meaning set out in article 21.9;
“Controlling Interest”	means an interest in shares giving the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;
<b>“Deemed Transfer Notice”</b>	has the meaning set out in article 22.2;
“Deferred Shares”	means the deferred shares of £0.01 each in the capital of the Company having the rights set out in these Articles;
“Director(s)”	means a director or directors of the Company from time to time;
<b>“Drag Along Option”</b>	has the meaning set out in article 24.1;
“eligible director”	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
<b>“Excess Shares”</b>	has the meaning given in article 20.1.1;
<b>“Extra Shares”</b>	has the meaning set out in article 21.10;

"Family Trust"	means a trust set up that includes only a Management Shareholder's Privileged Relations as potential beneficiaries;
"holder"	in relation to shares means the person whose name is entered in the register of members as the holder of the shares, or, in the case of a share in respect of which a warrant has been issued (and not cancelled), the person in possession of that warrant;
<b>"Issue Price"</b>	in respect of any share the price at which it is issued;
"IPO"	means the admission of all or any of the shares or securities representing those shares on the Official List of the United Kingdom Listing Authority or the AIM Market 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);
"lien enforcement notice"	has the meaning given in article 35.2;
"Management Shareholders"	means the holders of Management Shares from time to time;
"Management Shares"	means the B ordinary shares and/or C ordinary shares;
"member"	has the meaning given in section 112 CA 2006;
"Model Articles"	means the regulations contained in Schedule 1 to The Companies (Model Articles) Regulations 2008;
"notice of intended forfeiture"	has the meaning given in article 40;
<b>"Obligatory Transfer Event"</b>	has the meaning set out in article 22.1;
<b>"Offer"</b>	has the meaning set out in article 25.2;
<b>"Offer Notice"</b>	has the meaning set out in article 25.3;
<b>"Offer Period"</b>	has the meaning set out in article 25.3;
<b>"Offer Shares"</b>	has the meaning set out in article 25.3.4;

<b>“Outstanding Amount”</b>	the amount of the Vendor Loan Notes outstanding from time to time, taking into account all outstanding amounts of principal and/or interest;
"partly paid"	in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the company;
"Permitted Transferee"	means any of the following:  (i) a Privileged Relation, and/or  (ii) a Family Trust;
"Pre-New Money Valuation"	means the result of multiplying the total number of ordinary shares in issue immediately after the IPO (but excluding any new ordinary shares issued upon the IPO) by the subscription price per share (including any premium) in respect of new ordinary shares issued at the time of the IPO;
"Privileged Relation"	means, in relation to a Management Shareholder, the spouse, civil partner, or widow or widower of the Management Shareholder and the Management Shareholder's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the Management Shareholder's children;
"Proceeds of Sale"	means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale;
<b>“Proposed Buyer”</b>	has the meaning set out in article 24.1;
<b>“Proposed Transfer”</b>	has the meaning set out in article 25.1;
<b>“Price Notice”</b>	has the meaning set out in article 21.6;
<b>“Purchase Notice”</b>	has the meaning set out in article 22.6.1;
<b>“Purchasing Shareholder”</b>	has the meaning set out in article 22.6.2;

<b>“Proposed Sale Price”</b>	has the meaning set out in article 21.6;
“Relevant Class”	has the meaning set out in article 15.1;
<b>“Respective Proportion”</b>	has the meaning set out in article 21.9;
<b>“Sale Date”</b>	has the meaning set out in article 25.3;
<b>“Sale Price”</b>	has the meaning set out in article 21.6;
“Sale Shares”	has the meaning given in article 21.5;
“Seller”	has the meaning given in article 21.5;
<b>“Selling Shareholder”</b>	has the meaning set out in article 24.1;
“share” or “shares”	means shares in the capital of the Company of whatever class from time to time in issue;
“Share Sale”	means the sale of (or the grant of a right to acquire or to dispose of) any of the shares (in one transaction or as a series of transactions which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the Sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the Share Sale;
“Shareholders”	means the holders of shares in the capital of the Company from time to time (and “Shareholder” shall be construed accordingly); and
<b>“Transfer Date”</b>	has the meaning set out in article 24.5;
<b>“Transfer Notice”</b>	has the meaning given in article 21.5;
“Valuer”	means an independent firm of accountants appointed by the Company, or in the absence of unanimous agreement between the Company and the selling Shareholder on the identity of the expert or its terms of appointment, 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);

**“Vendor Loan Note Instrument”**

the instrument constituting the terms and conditions of the Vendor Loan Notes executed by Trident Trust Company Limited on 25 February 2021;

**“Vendor Loan Notes”**

the vendor loan notes issued pursuant to the Vendor Loan Note Instrument or any other debt which replaces such vendor loan notes.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Model Articles and CA 2006, in each case as in force on the date when these Articles become binding on the Company,
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles,
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise,
- 1.5 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:
  - 1.6 any subordinate legislation from time to time made under it, and
  - 1.7 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.8 Any phrase in these Articles or the Model Articles introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
2. Variation of Model Articles
  - 2.1 Subject as provided in these Articles the Model Articles shall apply to the Company.
  - 2.2 Model Articles 9(1), 12(3), 12(4), 13, 14, 17(2), 21, 26, 28(2), 30 (3), 44(4) and 46(3) shall not apply to the Company.
3. Decision-making by directors
  - 3.1 Model Articles 8 to 13 inclusive do not apply so long as the Company has only one director.
  - 3.2 For the purposes of Model Article 8, a unanimous decision of the directors may take the form of a written resolution or may be in electronic form.

- 3.3 Where a decision of the directors is taken by electronic means, that decision must be recorded in permanent form, so that it may be read with the naked eye.
- 3.4 A decision may not be taken in accordance with Model Article 8 if the eligible directors would not have formed a quorum at a directors' meeting.
- 4. Directors' meetings
  - 4.1 Any director may call a directors' meeting by giving notice of the meeting to the directors.
  - 4.2 The company secretary (if any) must call a directors' meeting if a director so requests.
  - 4.3 Model Article 11(2) shall be read as if the final word was deleted and the words "two eligible directors" were added in its place.
  - 4.4 For the purposes of any meeting (or part of a meeting) held in accordance with article 6 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for that meeting (or part of a meeting) is one eligible director.
  - 4.5 The directors may appoint other directors as deputy or assistant chairmen to chair directors' meetings in the chairman's absence.
  - 4.6 The directors may terminate the appointment of the chairman, deputy or assistant chairman at any time.
  - 4.7 If neither the chairman nor any director appointed generally to chair directors' meetings in the chairman's absence is participating in a meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
  - 4.8 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote.
  - 4.9 Subject to the Articles, a decision is taken at a directors' meeting by a majority of the votes of the participating directors.
  - 4.10 Subject to the Articles, if a director has an interest in an actual or proposed transaction or arrangement with the Company:
    - 4.10.1 that director's alternate may not vote on any proposal relating to it unless the interest has been duly declared (if so required by section 177 or section 182 CA 2006), but
    - 4.10.2 this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest.
- 5. Directors' interests in transactions or arrangements with the Company
  - 5.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is in any way directly or indirectly interested, that director shall be counted as participating in the decision making process for quorum and voting purposes provided that the relevant interest either:



- 5.1.1 has been duly declared in accordance with section 177 or section 182 CA 2006, as the case may require, or
- 5.1.2 is not required by the terms of either of those sections to be declared.
- 5.2 So long as the relevant interest falls within article 5.1.1 or 5.1.2, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction with the Company:
  - 5.2.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
  - 5.2.2 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of any such matter or proposed matter in which he is interested,
  - 5.2.3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director, and
  - 5.2.4 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.
- 6. Directors' conflicts of interest
  - 6.1 The provisions of this article shall apply in relation to the exercise of the power of the directors to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.
  - 6.2 In this article and article 7:
 

"authorise" means to authorise in accordance with section 175(5) (a) CA 2006 and "authorisation", "authorised" and cognate expressions shall be construed accordingly,

a "conflict of interest" includes a conflict of interest and duty and a conflict of duties, "conflicted director" means a director in relation to whom there is a conflicting matter,

"conflicting matter" means a matter which would or might (if not authorised) constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, and

an interest or duty is "material" unless it cannot reasonably be regarded as likely to give rise to a conflict of interest.
  - 6.3 The provisions of this article apply without prejudice (and subject) to the provisions of section 175(6) CA 2006 Nothing in these Articles shall invalidate an authorisation.

- 6.4 A conflicted director seeking authorisation of any conflicting matter shall disclose to the directors the nature and extent of the conflicting matter as soon as is reasonably practicable. The conflicted director shall provide the directors with such details of the conflicting matter as are necessary for the directors to decide how to address the conflicting matter, together with such additional information as may be requested by the directors.
- 6.5 Any director (including the conflicted director) may propose that a conflicted director's conflicting matter be authorised. Any such proposal, and any authorisation given by the directors, shall be effected in the same way as any other matter may be proposed to and resolved on by the directors under the provisions of these Articles, except that:
- 6.5.1 the conflicted director and any other interested director shall not count towards the quorum nor vote on any resolution giving that authorisation, and
- 6.5.2 the conflicted director and any other interested director may, if the directors so decide be excluded from any meeting of the directors while the conflicting matter and the giving of that authorisation are under consideration.
- 6.6 Where the directors authorise a conflicted director's conflicting matter:
- 6.6.1 the directors may (whether at the time of giving the authorisation or
- (a) require that the conflicted director is excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the directors or otherwise) related to the conflicting matter, and
  - (b) impose on the conflicted director such other terms or conditions for the purpose of dealing with any actual or potential conflict of interest which may arise from the conflicting matter as they may determine,
- 6.6.2 the conflicted director shall conduct himself in accordance with any terms or conditions imposed by the directors in giving that authorisation,
- 6.6.3 the directors may provide that, where the conflicted director obtains (otherwise than through his position as a director) information that is confidential to a third party, the conflicted director will not be obliged to disclose the information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,
- 6.6.4 the terms of the authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded), and
- 6.6.5 the directors may revoke or vary the authorisation at any time but no such action will affect anything done by the conflicted director prior to that action in accordance with the terms of the authorisation.
- 6.7 A director who has directly or indirectly an interest or a duty in a matter which is material and which conflicts or may conflict with the interests of the Company shall be counted as participating in the decision making process for quorum and voting purposes, notwithstanding his interest or duty, at any meeting at which the matter is considered provided that:

- 6.7.1 he has disclosed the nature and extent of his interest or duty giving rise to his conflict of interest, and
- 6.7.2 where his conflict of interest is constituted by or arises from a conflicting matter of his, that conflicting matter has been authorised and the director has not been required to be excluded from participation in discussions and/or the making of decisions related to the matter.
- 7. Additional provisions about directors' interests and conflicts
  - 7.1 A director shall not, by reason of his office or of the resulting fiduciary relationship, be liable to account to the Company for any benefit which he (or a person connected with him) derives from:
    - 7.1.1 an interest to which article 5.1.1 or article 5.1.2 applies, or
    - 7.1.2 a conflicting matter authorised by the directors,

and no transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.
  - 7.2 If a question arises at a meeting of the directors about whether a director (other than the chairman of the meeting) has an interest or a conflict of interest for the purposes of articles 5 or 6, or if he can vote or be counted in the quorum, and the relevant director does not agree to abstain from voting on the issue or not to be counted in the quorum, the question must be referred to the chairman of the meeting. The ruling of the chairman of the meeting about any other director is final and conclusive, unless the nature or extent of the directors' interest (so far as it is known to him) has not been fairly disclosed to the directors.
  - 7.3 If a question of the kind referred to in article 7.2 arises about the chairman of the meeting, the question shall be decided by a resolution of the directors. The chairman of the meeting cannot vote on the question but can be counted in the quorum. The directors' resolution about the chairman of the meeting is conclusive, unless the nature and extent of the chairman's interest (so far as it is known to him) has not been fairly disclosed to the directors.
  - 7.4 The Company may by ordinary resolution ratify any transaction or arrangement which has not been properly authorised by reason of a contravention of these Articles.
- 8. Appointment of directors
 

In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) may, by notice in writing, appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 9. Removal of directors
  - 9.1 Model Article 18 applies as if in Model Article 18(f), the full stop immediately following the word "terms" were replaced by a semi-colon and the word "or" and the following words were added as paragraph (g) of that Model Article:

"that person has been absent, without the permission of the directors, for more than six consecutive months from meetings of the directors held during that period and the directors resolve that he or she should cease to be a *director*"

- 9.2 In addition and without prejudice to the provisions of sections 168 and 169 CA 2006, the Company may by ordinary resolution remove any director before the expiry of his period of office and may, if thought fit, by ordinary resolution appoint another person in his place. Removal of a director in accordance with this article shall be without prejudice to any claim that director may have for damages for breach of any contract between him and the Company.

## 10. Appointment and removal of alternate directors

- 10.1 Any director (the "appointor" ) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

10.1.1 exercise that director's powers, and

10.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

- 10.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

10.3 The notice must:

10.3.1 identify the proposed alternate, and

10.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

## 11. Rights and responsibilities of alternate directors

- 11.1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.

11.2 Except as the Articles specify otherwise, alternate directors:

11.2.1 are deemed for all purposes to be directors,

11.2.2 are liable for their own acts and omissions,

11.2.3 are subject to the same restrictions as their appointors, and

11.2.4 are not deemed to be agents of or for their appointors

11.3 A person who is an alternate director but not a director

11.3.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and

- 11.3.2 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

No alternate may be counted as more than one director for the above purposes.

- 11.4 Subject to the Articles, if a director has an interest in an actual or proposed transaction or arrangement with the Company:

- 11.4.1 that director's alternate may not vote on any proposal relating to it unless the interest has been duly declared (if so required by section 177 or section 182 CA 2006), but

- 11.4.2 this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest.

- 11.5 A director who is also an alternate director has an additional vote on behalf of each appointor who is:

- 11.5.1 not participating in a directors' meeting, and

- 11.5.2 would have been entitled to vote if they were participating in it

- 11.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

## 12. Termination of alternate directorship

- 12.1 An alternate director's appointment as an alternate terminates:

- 12.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

- 12.1.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

- 12.1.3 on the death of the alternate's appointor, or

- 12.1.4 when the alternate's appointor's appointment as a director terminates.

## 13. Officers' expenses

Model Article 20 shall be amended by the insertion of the words "((including alternate directors)) [and the secretary (if any)]" before the words "properly incur".

## 14. Separate classes of shares

- 14.1 The A ordinary shares, the B ordinary shares, the C ordinary shares and the Deferred Shares are separate classes of shares.

## 15. Variation of class rights and interpretation of Articles

- 15.1 The following actions shall be deemed to be a variation of class rights in respect of any of the following classes of shares: the B ordinary shares or the C ordinary shares (as applicable) (the “Relevant Class”) and shall not be taken by the Company without the prior consent or sanction of the holders of that class pursuant to the provisions of the 2006 Act:
- 15.1.1 the exercise of the powers available to the Company where such exercise by the Company results in there existing a share or shares or securities ranking, as regards participation in the assets of the Company, in priority to or pari passu with the Relevant Class or having attached to them such rights (including as to conversion) as are equal or superior to those attaching to the Relevant Class as set out in these Articles;
- 15.1.2 any alteration to these Articles which adversely affects the rights of the holders of the Relevant Class set out in these Articles.
- 15.2 For the avoidance of doubt, nothing in these Articles shall apply such that the holder of A ordinary shares can be required to hold their A ordinary shares, or to lose any rights in respect of such A ordinary shares in respect of voting rights, dividend rights and/or rights on a liquidation, without the prior written consent of such holder of A ordinary shares.
16. Purchase of own shares
- 16.1 Subject to the requirements of sections 690 to 733 (inclusive) of the CA 2006, the Company will have power to purchase its own shares (whether issued on the terms that they are to be, or are liable to be, redeemed or not) including (without limitation) out of capital not exceeding the nominal value of five per cent. of the Company’s fully paid share capital at the beginning of each financial year of the Company.
17. Deferred Shares
- 17.1 Subject to the CA 2006, any Deferred Shares may be purchased by the Company at any time at its option for the aggregate sum of £1.00 for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s).
- 17.2 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to:
- 17.2.1 appoint any person to execute any transfer (or any agreement to transfer) of such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise), including (subject to the Act) to the Company itself, in any such case for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s); and/or
- 17.2.2 receive the consideration for such a transfer or purchase (and give a good discharge for it) and hold the same on trust for the transferor(s); and/or
- 17.2.3 give, on behalf of such holder(s), consent to the cancellation of such Deferred Shares; and/or

- 17.2.4 retain the certificate(s) (if any) in respect of such Deferred Shares pending the transfer, cancellation and/or purchase thereof.
- 17.3 No Deferred Share may be transferred without the prior consent of the Board.
18. Trusts not recognised
- 18.1 Except as required by law, and even when the Company has express notice, no person will be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company will not be bound by or recognise any interest in any share except an absolute right to the entirety of it in the holder.
19. Voting rights
- 19.1 The holders of the A ordinary shares and/or B ordinary shares shall have the right to receive notice of and attend and vote at any general meeting of the Company. Both on a show of hands and on a poll, each holder of A ordinary shares and/or B ordinary shares present in person or by proxy or by representative shall be entitled on a show of hands to one vote for each of the A ordinary shares and/or B ordinary shares held by him.
- 19.2 Subject to article 15, the holders of C ordinary shares have no right to receive notice of, to attend (either personally or by proxy), to speak or to vote at any general meeting of the Company or otherwise.
20. Allotment of shares
- 20.1 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, all shares shall be issued to the persons, on the terms and conditions and with the rights, priorities, privileges or restrictions in each case as provided in the shareholder resolution creating or issuing the relevant shares. In the absence of any such provision:
- 20.1.1 if the shares are being issued in connection with any attempt by the Company to raise funds, the new shares to be issued shall first be offered by the Company for subscription to the Shareholders in the proportion that the number of shares for the time being held by each such Shareholder bears to the total number of shares in the capital of the Company then in issue. Such offer shall be made by the Company by notice in writing specifying the number of new shares to which the relevant Shareholder is entitled and limiting a time (being not less than 14 days) within which the offer (if not accepted) will be deemed to have been declined. Shareholders who accept the offer shall be entitled to indicate in writing to the Company that they would accept, on the same terms, additional new shares (specifying a maximum number) which have not been accepted by other Shareholders ("Excess Shares"). Any Excess Shares shall be allotted to Shareholders who have indicated they would accept Excess Shares shall be allotted pro rata to the aggregate number of shares held by Shareholders accepting Excess Shares (provided that no such Shareholder shall be allotted more than the maximum number of Excess Shares such Shareholder has indicated he is willing to accept). After the expiration of such time or upon receipt by the Company of an acceptance or refusal of every offer so made (whichever is the earlier), the directors shall be entitled to dispose of any new shares so offered, and which are not required to be allotted in accordance with this article 20.1.1, in such manner as the directors may think most beneficial to the Company, or

- 20.1.2 if the shares are being issued for any other reason, including, for the avoidance of doubt, for the purposes of an 'employee share scheme' as defined in CA 2006, such new shares shall be at the disposal of the directors who may issue them, subject to section 549 CA 2006, to such persons at such times and generally on such terms and conditions and with such rights, priorities, privileges or restrictions as they may think fit.

Accordingly, and in accordance with section 567 CA 2006, sections 561(1) and 562 CA 2006 shall not apply to the Company.

- 20.2 No share shall be issued to any infant, bankrupt or person who, by reason of that person's mental health, is subject to a court order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have.

## 21. Transfer of shares

- 21.1 No Shareholder shall transfer, grant any security interest over, or otherwise dispose of or give any person any rights in or over any share or interest in any share unless it is permitted or required under these Articles and carried out in accordance with these Articles.

- 21.2 A Shareholder may do anything prohibited by this article if the Board and all the holders of A ordinary shares unanimously agree to it in writing.

- 21.3 No Management Shareholder shall be entitled to sell, transfer, mortgage, pledge or otherwise divest himself of the whole or any part of the beneficial interest in any of his shares, save as provided for in articles 21.4 (permitted transfers), 22 (Obligatory transfer event), 22.10 (Drag along) and 25 (Tag along) or in connection with an exit to which articles 28 to 33 apply.

- 21.4 Any Management Shareholder may at any time transfer all or some only of its or his Shares to a Permitted Transferee without being required to serve a Transfer Notice (as defined below) or comply with the pre-emption procedure set out in the subsequent provisions of this article 21.

- 21.5 Except in relation to a transfer of Shares permitted under the preceding provisions of this article 21, article 22 (Obligatory transfer event), article 22.10 (Drag along) and article 25 (Tag along) or in connection with an exit to which articles 28 to 33 apply, a Shareholder ("Seller") wishing to transfer Shares shall give notice in writing ("Transfer Notice") to the Company specifying the details of the proposed transfer, including the proposed transferee, the number of Shares comprised within the Transfer Notice ("Sale Shares") and the proposed price for each Sale Share ("Proposed Sale Price"). Once given, a Transfer Notice may not be withdrawn.

- 21.6 The Company may, by giving notice in writing ("Price Notice") to the Seller at any time within 10 Business Days of receipt of a Transfer Notice, notify the Seller that the Proposed Sale Price is too high. Following service of a Price Notice, the parties shall endeavour to agree a price for each of the Sale Shares. If the parties have not agreed such a price within 10 Business Days of the Seller's receipt of a Price Notice, either one of them shall instruct the Valuers to determine the Fair Value of each Sale Share in accordance with article 27. The sale price for the Sale Shares shall be the price fixed by reference either to the Transfer Notice (if a Price Notice is not issued by the Company), or by agreement, or, failing agreement, the Fair Value as determined and notified by the Valuers ("Sale Price").



- 21.7 Within 21 Business Days of determination of the Sale Price in accordance with article 21.6, the Company shall be entitled (but not obliged) to give notice in writing to the Seller stating that it wishes to purchase all or some of the Sale Shares, provided always that such purchase would not contravene the provisions of the Act relating to the purchase by a company of its own shares.
- 21.8 If the Company has agreed to purchase any of the Sale Shares, it shall complete the purchase of those Shares in accordance with the Act on expiry of the 21 Business Day period referred to in article 21.7.
- 21.9 If the Company does not purchase any or all the Sale Shares within the timescale set out in article 21.8, the Company shall offer the Sales Shares (or such proportion of them as are not purchased by the Company) to the Management Shareholders ("Continuing Shareholders") (and, for the avoidance of doubt, Continuing Shareholders shall not include the Seller) at the Sale Price and each Continuing Shareholder's proportionate entitlement to the Sale Shares offered. A Continuing Shareholders' proportionate entitlement to the Sale Shares on offer shall be the percentage that the aggregate number of Shares held by that Continuing Shareholder bears to the total number of Shares then in issue (his "Respective Proportion").
- 21.10 The Continuing Shareholders shall be entitled (but not obliged) within a further 21 Business Days to give notice in writing ("Acceptance") to the Seller stating that they wish to purchase a specified number of Sale Shares up to a maximum of their Respective Proportion at the Sale Price. A Continuing Shareholder may, in his Acceptance, indicate that he would be willing to purchase a particular number of Sale Shares in excess of his Respective Proportion ("Extra Shares").
- 21.11 On the expiry of the 21 Business Day period referred to in article 21.10, each accepting Continuing Shareholder shall be allocated his Respective Proportion, or such lesser number of Sale Shares for which he has applied, and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition among those Continuing Shareholders applying for Extra Shares, in such proportions as equal (as nearly as may be) the proportions of all the Shares of the same class held by such Continuing Shareholders.
- 21.12 If the Sale Shares are not otherwise purchased by the Company or the Continuing Shareholders in accordance with the preceding provisions of this article 21, the Seller shall be entitled within a further 28 days to offer the Shares for sale at a price per Sale Share not less than the Sale Price to a third party.
- 21.13 Completion of sale of the Sale Shares to the relevant Continuing Shareholders shall take place in accordance with article 26 (Completion of the sale and purchase of shares in the Company).
22. Obligatory transfer event in respect of Management Shares
- 22.1 An event which causes a Deemed Transfer Notice to be given pursuant to article 22.2 is an "Obligatory Transfer Event".
- 22.2 Unless the Board determines otherwise, a Management Shareholder is a "Good Leaver" and is deemed to have served a Transfer Notice in respect of all of his holding of Management Shares under article 22.5 ("Deemed Transfer Notice") immediately before any of the following events:

- 22.2.1 his death or critical illness, or:
- 22.2.2 becomes neither a Director nor an employee of the Company or any subsidiary of the Company and in the reasonable opinion of the Board such termination was in the circumstances in which no material criticism could reasonably be levied against him on the grounds of serious failure to perform his duties or other serious misconduct.
- 22.3 Unless the Board determines otherwise, a Management Shareholder is a "Bad Leaver" and is deemed to have served a Deemed Transfer Notice in respect of all of his Management Shares immediately before any of the following events:
  - 22.3.1 a bankruptcy order being made against him, or an arrangement or composition being made with his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or
  - 22.3.2 becomes neither a Director nor an employee of the Company or any subsidiary of the Company for any reason other than as a Good Leaver.
- 22.4 A Deemed Transfer Notice appoints the Company the agent of the Good Leaver or Bad Leaver for the sale of his or its Management Shares in the Company.
- 22.5 A Deemed Transfer Notice has the same effect as a Transfer Notice, save that:
  - 22.5.1 in the case of a Good Leaver:
    - (a) the Deemed Transfer Notice shall include all Management Shares held by the Good Leaver at the date of the Obligatory Transfer Event, and
    - (b) the Deemed Transfer Notice takes effect on the basis that it does not state a price for those Management Shares, the Board shall appoint the Valuers to determine Fair Value in accordance with article 27 and the resulting price for the Management Shares shall be the higher of:
      - (i) their Fair Value, and
      - (ii) their Issue Price.
  - 22.5.2 in the case of a Bad Leaver
    - (a) the Deemed Transfer Notice shall include all Management Shares held by the Bad Leaver at the date of the Obligatory Transfer Event, and
    - (b) the Deemed Transfer Notice takes effect on the basis that the price for those Management Shares shall be the lower of:
      - (i) their Issue Price; and
      - (ii) their Fair Value.
- 22.6 The Company shall:

- 22.6.1 serve a purchase notice to the Seller indicating the number of Management Shares the subject of the Deemed Transfer Notice it wishes to purchase ("Purchase Notice"), and/or
- 22.6.2 if the Company does not want to or cannot (due to the provisions the Act relating to buy back of shares) purchase all the Management Shares the subject of the Deemed Transfer Notice, invite one or more of the remaining Management Shareholders ("Purchasing Shareholders") to serve a Purchase Notice to the Seller.
- 22.7 Purchase Notices must be served on a Seller:
  - 22.7.1 in the case of a Good Leaver, by the Company, within 10 Business Days of receipt of a Fair Value report from the Valuers pursuant to article 22.5.2(b) and by the Purchasing Shareholders, within 10 Business Days of the date of the Company's invitation to serve a Purchase Notice pursuant to article 22.6.2, and
  - 22.7.2 in the case of a Bad Leaver, within 14 Business Days of actual notice from the Company of the Obligatory Transfer Event.
- 22.8 Shares the subject of a Purchase Notice shall be transferred in accordance with article 26.
- 22.9 If no Purchase Notices are served within the periods stipulated in article 22.7 the Company shall within a further 28 days offer the Shares for sale at the price in the Deemed Transfer Notice to a third party and article 26 shall apply to the sale and purchase of such Shares.
- 22.10 If at the end of the period stipulated in article 22.9 no willing buyer has been found for the Shares the subject of a Deemed Transfer Notice, the Deemed Transfer Notice shall be revoked.
- 23. Intentionally blank
- 24. Drag along
  - 24.1 If the holders of more than 50% of the Shares ("Selling Shareholders") wish to transfer all (but not some only) of their interest in their respective Shares ("Sellers' Shares") to a bona fide arm's length purchaser ("Proposed Buyer"), the Selling Shareholders may require the other Shareholder(s) ("Called Shareholders") to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article 24 ("Drag Along Option").
  - 24.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect ("Drag Along Notice") at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify.
    - 24.2.1 that the Called Shareholders are required to transfer all their Shares ("Called Shares") pursuant to this article 24,
    - 24.2.2 the person to whom the Called Shares are to be transferred,
    - 24.2.3 the consideration payable for the Called Shares which shall be determined in accordance with article 29.1, and

- 24.2.4 the proposed date of the transfer and the material terms thereof.
- 24.3 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 the Sellers' Shares to the Proposed Buyer within 14 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 24.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 24.
- 24.5 Completion of the sale of the Called Shares shall take place on the "Transfer Date" Transfer Date means the date proposed for completion of the sale of the Sellers' Shares unless:
- 24.5.1 all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Transfer Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders, or
- 24.5.2 that date is less than 14 Business Days after the date on which the Drag Along Notice is served, in which case the Transfer Date shall be 14 Business Days after delivery of the Drag Along Notice.
- 24.6 The rights of pre-emption on transfer of Shares set out in these Articles shall not apply to any transfer of Shares to a Proposed Buyer (or as he may direct) pursuant to a sale for which a Drag Along Notice has been duly served.
- 24.7 Within 14 Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company.
- 24.8 On the Transfer Date, or, if payment is being made to all Shareholders in instalments, on the dates for payment of those instalments, the Company shall as trustee pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts or (in the case of payment in instalments) the instalments that are due for their Shares pursuant to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt (or receipts) 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. If and to the extent that the share purchase agreement with the Buyer provides for payment to be made to the Called Shareholders, the Company and the Founding Shareholders shall procure that the Called Shareholders shall be entitled to enforce the terms of any share purchase agreement to which any Drag Along Notice or Tag Along Notice relates and that the terms of that share purchase agreement are, save as provided in these Articles, no less beneficial to the Management Shareholders and GHII Shareholders.
- 24.9 If the Proposed Buyer has not, by the Transfer Date, put the Company in funds to pay the consideration (or first part of the consideration if it is being paid in instalments) due for the shares, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called

Shareholders shall have no further rights or obligations under this article 22.10 in respect of their Shares.

- 24.10 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. 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 24.
25. Tag along
- 25.1 Except in the case of transfers pursuant to articles 21.2, 21.3 and 21.4 and article 22 (Obligatory transfer event) and article 24 (Drag along) and after going through the pre-emption procedure set out in article 21 (Transfer of shares), the provisions of this article 25 shall apply if, in one or a series of related transactions, the holders of more than 50% of the Shares ("Proposed Seller") propose to transfer Shares ("Proposed Transfer") which would, if carried out, result in any person ("Buyer"), together with any person acting with the Buyer, acquiring a Controlling Interest in the Company.
- 25.2 Before making a Proposed Transfer, a Proposed Seller shall procure that the Buyer makes an offer ("Offer") to the Management Shareholders to purchase all of the Shares held by them for a consideration in cash per share (or, in the case of non-cash consideration, its cash value) determined in accordance with article 29.1.
- 25.3 The Offer shall be given by written notice ("Offer Notice"), at least 14 Business Days ("Offer Period") before the proposed sale date ("Sale Date"). To the extent not described in any accompanying documents, the Offer Notice shall set out.
- 25.3.1 the identity of the Buyer,
- 25.3.2 the purchase price and other terms and conditions of payment,
- 25.3.3 the Sale Date, and
- 25.3.4 the number of Shares proposed to be purchased by the Buyer ("Offer Shares").
- 25.4 If the Buyer fails to make the Offer to all holders of shares in the Company in accordance with articles 25.2 and 25.3 the Proposed Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of shares effected in accordance with the Proposed Transfer
- 25.5 If the Offer is accepted by any Shareholder ("Accepting Shareholder") within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.

- 25.6 The Proposed Transfer is subject to the pre-emption provisions of article 21, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.
26. Completion of the sale and purchase of shares in the Company
- 26.1 This clause applies only to transfers between the Shareholders pursuant to article 21 (Transfer of Shares) and article 22 (Obligatory transfers).
- 26.2 The sale of Shares in accordance with articles 21 and 22 shall be completed at the offices of the Company 7 Business Days after the date:
- 26.2.1 upon which agreement is reached between the Seller and the Company for the sale of Shares in accordance with article 21,
- 26.2.2 of a Purchase Notice to buy under articles 22.6 and 22.7.
- 26.3 At completion the Shareholder selling the Shares (or his personal representative) shall:
- 26.3.1 transfer the shares free from all encumbrances by way of a duly completed share transfer form to the buyer together with the relevant share certificate and such other documents as the buyer may reasonably require to show good title to the shares or enable it to be registered as the holder of the shares,
- 26.3.2 if the selling Shareholder is a Director, deliver his resignation as a Director to take effect at completion of the share transfer and acknowledging that they have no claims against the Company (but without prejudice to any claim that director may have for damages for breach of any employment contract or consultancy agreement between him and the Company),
- 26.3.3 warrant that he has no right to require the Company to issue it with any shares or other securities,
- 26.3.4 warrant that he is the beneficial owner of the shares being sold,
- 26.3.5 warrant that no commitment has been given to create an encumbrance affecting the shares being sold and that no person has claimed any rights in respect thereof, and
- 26.3.6 undertake to do all it can, at its own cost, to give the buyer the full legal and beneficial title to the shares.
- 26.4 Payment for shares sold pursuant to this article shall be made as follows:
- 26.4.1 if the buying party is the Company on completion by electronic transfer of funds to the selling party,
- 26.4.2 in any other case, by such method and in such instalments as shall be agreed between the parties involved provided always that if the parties cannot agree a date for payment by the due date for completion of the sale of the shares, the payment shall be made by electronic transfer of funds to the selling party on or before the date which is 6 months after the date of completion of the sale of such shares.

- 26.5 The Shareholders shall procure the registration (subject to due stamping by the buyer) of the transfer of shares in the Company pursuant to this article and each of them consents to such transfer and registration pursuant to the Articles.
- 26.6 The Shares shall be sold with all rights that attach, or may in the future attach, to them (including the right to receive all dividends and distributions declared on or after the date of transfer).
- 26.7 Any party buying the shares is not obliged to complete the purchase of any of the shares being sold unless the purchase of all the shares being sold is completed simultaneously:
- 26.8 If the party selling the shares fails to complete the transfer of shares as required under this article, the Company,
- 26.8.1 is irrevocably authorised to appoint any person to transfer the shares on the selling party's behalf and to do anything else that the party buying the shares may reasonably require to complete the sale, and
- 26.8.2 may receive the purchase price in trust for the party selling the shares, giving a receipt that shall discharge the party buying the shares.
27. Share valuation
- 27.1 As soon as practicable after the date of a request in accordance with the terms of the above articles or of the date of a Deemed Transfer Notice, the Valuers shall determine the "Fair Value" of the shares the subject of the Transfer Notice or Deemed Transfer Notice.
- 27.2 The "Fair Value" for any shares to be transferred in accordance with the Articles is the price per share the subject to the Transfer Notice which the Valuers consider to be the fair value of each such share, calculated on the basis of the distribution of Proceeds of Sale which would be payable in respect of such share in accordance with article 29.1.
- 27.3 In determining the Fair Value, the Valuers shall rely on the following assumptions:
- 27.3.1 the sale of the relevant shares is between a willing seller and a willing buyer,
- 27.3.2 the relevant shares are sold free of all restrictions, liens, charges and other encumbrances,
- 27.3.3 the value of the shares in question is the amount determined on the basis of the distribution of Proceeds of Sale which would be payable in respect of such share in accordance with article 29.1, without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the shares,
- 27.3.4 if the Company is then carrying on its Business as a going concern, on the assumption that it shall continue to do so, and
- 27.3.5 the sale is taking place on the date the Valuers were requested to determine the Fair Value.

- 27.4 If the Valuers are requested to determine the Fair Value of shares they shall notify the Company and all other parties concerned in writing of the determination as to Fair Value within 14 Business Days of being requested to do so.
- 27.5 The cost of determining Fair Value shall be borne by the party or parties as determined by the Valuer.
28. Liquidation preference
- 28.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of shares) the surplus assets of the Company after the payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so) as follows:
- 28.1.1 80% of such surplus assets shall be paid to the holders of A ordinary shares pro rata to their respective holdings of A ordinary shares; and
- 28.1.2 the remaining 20% of such surplus assets shall be paid to the holders of B ordinary shares and C ordinary shares pro rata to their holding of B ordinary shares and C ordinary shares (as if the B ordinary shares and C ordinary shares constituted one and the same class).
29. Sale of the Company
- 29.1 Subject to articles 30 and 31, on a Share Sale the Proceeds of Sale shall be distributed as follows:
- 29.1.1 if the Vendor Loan Notes have been repaid in full in respect of all amounts of principal and interest prior to the Share Sale:
- (a) 80% of any Proceeds of Sale shall be paid to the holders of A ordinary shares pro rata to their respective holdings of A ordinary shares; and
- (b) the remaining 20% of any Proceeds of Sale shall be paid to the holders of B ordinary shares and C ordinary shares pro rata to their holding of B ordinary shares and C ordinary shares (as if the B ordinary shares and C ordinary shares constituted one and the same class);
- 29.1.2 if the Vendor Loan Notes have not been repaid in full in respect of all amounts of principal and interest prior to the Share Sale, the Proceeds of Sale shall be distributed and applied as follows:
- (a) first in paying to the holders of A ordinary shares an amount equal to the Outstanding Amount; and
- (b) second, any balance of the Proceeds of Sale shall be distributed and applied as follows:
- (i) 80% of any balance shall be paid to the holders of A ordinary shares pro rata to their respective holdings of A ordinary shares; and



- (ii) the remaining 20% of any balance shall be paid to the holders of B ordinary shares and C ordinary shares pro rata to their holding of B ordinary shares and C ordinary shares (as if the B ordinary shares and C ordinary shares constituted one and the same class).

29.2 On a Share Sale, the Directors shall not register any transfer of Shares if the Proceeds of Sale are not distributed in accordance with article 29.1 save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:

29.2.1 the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in accordance with article 29.1, and

29.2.2 the Shareholders shall take any action required to ensure that the Proceeds of Sale in their entirety are distributed in accordance with article 29.1.

29.3 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in accordance with the order of priority set out in article 28.1, provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required (including, but without prejudice to the generality of this article 29.3, actions that may be necessary to put the Company into voluntary liquidation) so that the distribution in accordance with article 28.1 shall apply.

### 30. Proceeds of Sale

30.1 In the event of a Share Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Share Sale (unless all the selling Shareholders immediately prior to such Share Sale have agreed to the contrary for the purposes of this article 30) the selling Shareholders or the Company shall procure that the consideration (whenever received) shall be paid into a designated trustee account and shall be distributed in accordance with the order of priority set out in article 29.1.

### 31. Limited Share Sale

31.1 If only some but not all of the issued share capital of the Company is sold in a Share Sale, the Proceeds of Sale shall be applied in accordance with article 29.1 except that the Outstanding Amount shall be applied with such adjustments as the Board in its absolute discretion determines appropriate to reflect the fact that there has been a sale of less than 100% of the issued share capital of the Company, provided that such adjustment shall not materially advantage or disadvantage the holders of B ordinary shares and/or C ordinary shares.

### 32. Further exit provisions

32.1 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), any consideration so distributed on any further occasion shall be paid by adding it the previous distributed consideration in order to determine the relevant distribution of such further consideration in accordance with article 29.1.

### 33. IPO Preference

#### 33.1 Subject to article 33.2, on an IPO:

33.1.1 the Company shall convert and/or redesignate such number of shares held by each shareholder into such number of ordinary shares that results in the proportion that the number of ordinary shares held by that Shareholder bears to the total number of issued ordinary shares (following the completion of all such conversions and/or redesignations), being equal to the proportion that the proceeds that Shareholder would have been entitled to receive on a Share Sale on that date would bear to the valuation of the Company at that date (assuming that the valuation of the Company was equal to the Pre-New Money Valuation); and

33.1.2 any shares which are not converted and/or redesignated pursuant to article 33.1.1, shall automatically convert into Deferred Shares on the basis of one share for one Deferred Share.

33.2 Article 33.1 shall not apply if, and to the extent that, it would result in the holders of A ordinary shares holding less than a Controlling Interest in the Company unless the holders of A ordinary shares give their prior written consent.

### 34. Company's lien over partly paid shares

34.1 The Company has a lien ("the Company's lien") over every share which is partly paid for any part of:

34.1.1 that share's nominal value, and

34.1.2 any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

34.2 The Company's lien over a share:

34.2.1 takes priority over any third party's interest in that share, and

34.2.2 extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.

34.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

### 35. Enforcement of the Company's lien

35.1 Subject to the provisions of this article, if

35.1.1 a lien enforcement notice has been given in respect of a share, and

35.1.2 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.

- 35.2 A lien enforcement notice:
  - 35.2.1 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,
  - 35.2.2 must specify the share concerned,
  - 35.2.3 must require payment of the sum payable within fourteen days of the notice,
  - 35.2.4 must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise, and
  - 35.2.5 must state the Company's intention to sell the share if the notice is not complied with.
- 35.3 Where shares are sold under this article:
  - 35.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
  - 35.3.2 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.
- 35.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
  - 35.4.1 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
  - 35.4.2 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 a suitable indemnity 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 in respect of the shares after the date of the lien enforcement notice.
- 35.5 A statutory declaration by a director or company secretary that the declarant is a director or company secretary and that a share has been sold to satisfy the company's lien on a specified date:
  - 35.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - 35.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.
- 36. Call notices
  - 36.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a member requiring the member to pay the Company a specified sum of money (a "call") which is payable in respect of shares which that member holds at the date when the directors decide to send the call notice.

- 36.2 A call notice:
  - 36.2.1 may not require a member to pay a call which exceeds the total sum unpaid on that member's shares (whether as to the share's nominal value or any amount payable to the company by way of premium),
  - 36.2.2 must state when and how any call to which it relates it is to be paid, and
  - 36.2.3 may permit or require the call to be paid by instalments.
- 36.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before fourteen days have passed since the notice was sent.
- 36.4 Before the Company has received any call due under a call notice the directors may:
  - 36.4.1 revoke it wholly or in part, or
  - 36.4.2 specify a later time for payment than is specified in the notice,
    - by a further notice in writing to the member in respect of whose shares the call is made.
- 37. Liability to pay calls
  - 37.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
  - 37.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
  - 37.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:
    - 37.3.1 to pay calls which are not the same, or
    - 37.3.2 to pay calls at different times.
- 38. When call notice need not be issued.
  - 38.1 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 (whether in respect of nominal value or premium):
    - 38.1.1 on allotment,
    - 38.1.2 on the occurrence of a particular event, or
    - 38.1.3 on a date fixed by or in accordance with the terms of issue.
  - 38.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

- 39. Failure to comply with call notice: automatic consequences.
- 39.1 If a person is liable to pay a call and fails to do so by the call payment date:
  - 39.1.1 the directors may issue a notice of intended forfeiture to that person, and
  - 39.1.2 until the call is paid, that person must pay the company interest on the call from the call payment date at the relevant rate.
- 39.2 For the purposes of this article:
  - 39.2.1 the "call payment date" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date,
  - 39.2.2 the "relevant rate" is
    - 39.2.3 the rate fixed by the terms on which the share in respect of which the call is due was allotted,
    - 39.2.4 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or
    - 39.2.5 if no rate is fixed in either of these ways, five per cent per annum.
- 39.3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.
- 39.4 The directors may waive any obligation to pay interest on a call wholly or in part.
- 40. Notice of intended forfeiture
- 40.1 A notice of intended forfeiture:
  - 40.1.1 in the case of an instrument in writing be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
  - 40.1.2 must be sent to the holder of that share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise,
  - 40.1.3 must require payment of the call and any accrued interest by a date which is not less than fourteen days after the date of the notice,
  - 40.1.4 must state how the payment is to be made, and
  - 40.1.5 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.

#### 41. Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

#### 42. Effect of forfeiture

##### 42.1 Subject to the Articles, the forfeiture of a share extinguishes:

42.1.1 all interests in that share, and all claims and demands against the Company in respect of it, and

42.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

##### 42.2 Any share which is forfeited in accordance with the Articles.

42.2.1 is deemed to have been forfeited when the directors decide that it is forfeited,

42.2.2 is deemed to be the property of the Company, and

42.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit.

##### 42.3 If a person's shares have been forfeited:

42.3.1 the Company must send that person notice that forfeiture has occurred and record it in the register of members,

42.3.2 that person ceases to be a member in respect of those shares,

42.3.3 that person must surrender the certificate for the shares forfeited to the Company for cancellation,

42.3.4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture), and

42.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

42.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

#### 43. Procedure following forfeiture

- 43.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 43.2 A statutory declaration by a director or company secretary that the declarant is a director or company secretary and that a share has been forfeited on a specified date:
  - 43.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - 43.2.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.
- 43.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 43.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of that sale, net of any commission, and excluding any amount which:
  - 43.4.1 was, or would have become, payable, and
  - 43.4.2 had not, when that share was forfeited, been paid by that person in respect of that share,
 

but no interest is payable to such a person in respect of those proceeds and the company is not required to account for any money earned on them.
- 44. Surrender of shares
  - 44.1 A member may surrender any share
    - 44.1.1 in respect of which the directors may issue a notice of intended forfeiture,
    - 44.1.2 which the directors may forfeit, or
    - 44.1.3 which has been forfeited.
  - 44.2 The directors may accept the surrender of any such share.
  - 44.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.
  - 44.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.
- 45. Payment of dividends and other distributions
  - 45.1 Subject to articles 28 and 29, upon the Board determining to distribute any amount of profits (a "Distribution") from the overall profits the Board so determines are available for distribution to Shareholders, the Shareholders shall be entitled to such Distribution as follows:

- 45.1.1 the holders of A ordinary shares as a class shall be entitled to 80% of the Distribution pro rata to the relevant holder's holding of A ordinary shares; and
- 45.1.2 the holders of B ordinary shares and C ordinary shares shall be entitled to the remaining 20% of the Distribution (as if the B ordinary shares and C ordinary shares constituted one and the same class) pro rata to the relevant holder's holding of such B ordinary shares and/or C ordinary shares (as if they constituted one and the same class).
- 45.2 Model Article 31(1) shall apply as if the words "either in writing or as the directors may otherwise decide" were deleted from each of paragraphs (a) to (d) inclusive and replaced in each case by the words "in writing".
- 46. General meetings
  - 46.1 If the Company has no directors, any two or more members may call a general meeting (or instruct the company secretary, if any, to do so) for the purpose of appointing one or more directors. If the Company has only one member, that member may pass a written resolution for that purpose.
  - 46.2 No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the Company in respect of that share have been paid.
  - 46.3 A proxy or a representative appointed in accordance with section 323 CA 2006 may not chair a general meeting.