

**COMPANIES ACT 2006**  
**ARTICLES OF ASSOCIATION OF A PRIVATE COMPANY LIMITED BY SHARES**

**PELHAM STREET LIMITED**

**Registered company number: 08128994**

**Adopted by special resolution on: 11 April 2022**

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## PART 1

### INTERPRETATION AND LIMITATION OF LIABILITY

#### 1. Defined terms

1.1. In the articles, unless the context requires otherwise—

<b>“Advisory Board”</b>	means the advisory board established by the Founder for the purpose of supporting the Board with a view to maximising growth and value.
<b>“articles”</b>	means the company’s articles of association;
<b>“Bad Leaver”</b>	an Engaged Shareholder who ceases to be an Engaged Shareholder as a consequence of that person's dismissal for cause, where <b>“cause”</b> shall mean the lawful termination of that person’s contract of employment or services without notice or payment in lieu of notice as a consequence of that person’s misconduct or fraud or as otherwise permitted pursuant to the terms of that person’s contract of employment or services;
<b>“bankruptcy”</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
<b>“Board”</b>	the board of directors of the Company;
<b>“Business Day”</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>“chairman”</b>	has the meaning given in article 13;
<b>“chairman of the meeting”</b>	has the meaning given in article 50.3;
<b>“Companies Acts”</b>	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
<b>“Conflict”</b>	has the meaning given in article 16.1;
<b>“Controlling Interest”</b>	means an interest in shares (as defined in Schedule 1 of the Companies Act 2006) conferring in aggregate more than 50% of the total voting rights conferred by all the shares in the equity share capital of the company for the

	time being in issue;
<b>“Deemed Transfer Notice”</b>	a Transfer Notice that is deemed to have been served under any provision of these articles;
<b>“Departing Shareholder”</b>	<p>an Engaged Shareholder who:</p> <ul style="list-style-type: none"> <li>• ceases to be a director or employee of, or consultant to, the company; or</li> <li>• (having been appointed to the Advisory Board) ceases to be a member of the Advisory Board for any reason; or</li> <li>• (having appointed a representative member to the Advisory Board), the representative member of the Advisory Board appointed by the Engaged Shareholder concerned ceases to be a member of the Advisory Board for any reason.</li> </ul>
<b>“director”</b>	means a director of the company, and includes any person occupying the position of director, by whatever name called;
<b>“Disposal”</b>	means the sale or other disposal (whether by one transaction or a series of related transactions) of the whole or a substantial part of the business and assets of the company;
<b>“distribution recipient”</b>	has the meaning given in article 42;
<b>“document”</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>“electronic form”</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>“Engaged Shareholder”</b>	a shareholder (other than the Founder) who is, or has been, a director and/or an employee and/or member of the Advisory Board of, or who does provide or has provided services to the company;
<b>“Exit”</b>	means a Sale, a Disposal, a Liquidation, or a Return of Capital;
<b>“Exit Proceeds”</b>	means (i) the surplus assets and retained profits of the Company after payment of all liabilities and available for

	distribution to the members on a Return of Capital, or (ii) the proceeds of an Exit;
<b>"Expert"</b>	the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants jointly 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 within 10 Business Days, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants in England and Wales (in each case acting as an expert and not as an arbitrator);
<b>"Fair Value"</b>	in relation to shares, as determined in accordance with article 32;
<b>"Founder"</b>	James Clinch;
<b>"fully paid"</b>	in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;
<b>"Group"</b>	means the Company and its subsidiaries (if any) for the time being and <b>"Group Company"</b> means any of them;
<b>"G Shareholder"</b>	a holder of G Shares from time to time;
<b>"G Shares"</b>	means the G Growth Shares of £0.01 each in the capital of the company, details of which are summarised in articles 24 & 25;
<b>"hard copy form"</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>"holder"</b>	in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
<b>"Initial Price"</b>	in respect of any share, the price paid (or agreed to be paid) in respect of that share on acquisition or subscription (including any share premium) as appropriate;
<b>"instrument"</b>	means a document in hard copy form;

<b>“Interested Director”</b>	has the meaning given in article 16.1;
<b>“Leaver”</b>	an Engaged Shareholder who becomes a Departing Shareholder and who is not a Bad Leaver;
<b>“Liquidation”</b>	means the liquidation, dissolution or winding-up of the Company pursuant to the making of a winding-up order by the court on the passing of a resolution by the members that the Company be wound up or dissolved (save for a solvent winding-up for the purpose of reconstruction or amalgamation previously approved by a resolution of the members);
<b>“Listing”</b>	means the becoming effective of a listing of any Group Company's securities on a Stock Exchange or the granting of permission for any of any Group Company's securities to be traded on a Stock Exchange and the listing shall be treated as occurring on the day on which trading in the securities began;
<b>“ordinary resolution”</b>	has the meaning given in section 282 of the Companies Act 2006;
<b>“Ordinary Shares”</b>	means the Ordinary A Shares and the Ordinary B Shares;
<b>“Ordinary A Shares”</b>	means the Ordinary A shares of £0.01 each in the capital of the company;
<b>“Ordinary B Shares”</b>	means the Ordinary B shares of £0.01 each in the capital of the company;
<b>“Ordinary Shareholder”</b>	a holder of Ordinary Shares;
<b>“paid”</b>	means paid or credited as paid;
<b>“participate”</b>	in relation to a directors’ meeting, has the meaning given in article 11;
<b>“proxy notice”</b>	has the meaning given in article 56;
<b>“Relevant Shares”</b>	in relation to an Engaged Shareholder means all shares held by the Engaged Shareholder in question, including any shares acquired by any such person after the date the relevant Transfer Notice is deemed given, but before completion of the transfer of shares pursuant to the relevant Transfer Notice.

<b>“Return of Capital”</b>	means a return of capital of the Company other than a redemption of shares or the purchase by the Company of its own shares;
<b>“Sale”</b>	means: <ul style="list-style-type: none"> <li>(a) the sale or other disposal (whether by one transaction or a series of related transactions) of (i) a Controlling Interest or (ii) more than 50% of the issued and voting share capital of the Company on completion; or</li> <li>(b) where the purchaser(s) and its connected persons (within the meaning of Section 252, Companies Act 2006) or associated bodies corporate (within the meaning of Section 256, Companies Act 2006), as appropriate, already hold shares in the capital of the Company, the sale or other disposal of such number of shares such that the purchaser(s) and his connected persons or associated bodies corporate, as appropriate, hold more than 50% of the issued share capital of the Company (other than where the purchaser (together with its connected persons) holds more than 50% of the issued share capital of the Company immediately before a purchase of shares).</li> </ul>
<b>“shareholder”</b>	means a person who is the holder of shares in the company;
<b>“shares”</b>	means shares in the company;
<b>“special resolution”</b>	has the meaning given in section 283 of the Companies Act 2006;
<b>“Stock Exchange”</b>	means The London Stock Exchange plc (including the Alternative Investment Market operated by The London Stock Exchange plc), and any other recognised investment exchange (as defined by Section 285, Financial Services and Markets Act 2000) and their respective share dealing markets;



**“subsidiary”**

means a subsidiary (as defined in Section 1159, Companies Act 2006 or a subsidiary undertaking (as defined in Section 1162, Companies Act 2006) and "subsidiaries" shall be construed accordingly;

**“Termination Date”**

- where employment ceases by virtue of notice given by the company to the Engaged Shareholder, the date on which notice of termination was served;
- where a contract of employment is terminated by the company and a payment is made in lieu of notice, the date on which notice of termination was served;
- where the Engaged Shareholder concerned is not an employee, the date on which their consultancy or service agreement (or other terms of appointment) with the company is terminated; or
- where the Engaged Shareholder concerned is a member of the Advisory Board (or has appointed a representative member thereto), the date on which the Engaged Shareholder’s appointment to the Advisory Board (or the appointment of their representative member thereto) is terminated; or
- in any other case, the date on which the employment or holding of office is terminated.

**“transmittee”**

means a person entitled to a share by reason of the death of a shareholder or otherwise by operation of law; and

**“writing”**

means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2. Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

## **2. Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

## **3. Directors' general authority**

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

## **4. Change of company name**

Without prejudice to the generality of article 3, the directors may resolve in accordance with article 8 to change the company's name.

## **5. Shareholders' reserve power**

- 5.1. The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 5.2. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **6. Directors may delegate**

- 6.1. Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
  - (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions;as they think fit.
- 6.2. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3. The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7. Committees**

- 7.1. Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

- 7.2. The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## PART 3

### DECISION-MAKING BY DIRECTORS

#### **8. Directors to take decisions collectively**

- 8.1. The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.
- 8.2. If—
- (a) the company only has one director for the time being, and
  - (b) no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

#### **9. Unanimous decisions**

- 9.1. A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 9.2. Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 9.3. A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

#### **10. Calling a directors' meeting**

- 10.1. Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 10.2. Notice of any directors' meeting must indicate—
- (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3. Notice of a directors' meeting must be given to each director in writing.
- 10.4. Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice

is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

#### **11. Participation in directors' meetings**

- 11.1. Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
- (a) the meeting has been called and takes place in accordance with the articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 11.3. If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### **12. Quorum for directors' meetings**

- 12.1. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2. Subject to article 12.3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- 12.3. If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
- (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors.
- 12.4. For the purposes of any meeting (or part of a meeting) held pursuant to article 16 to authorise a director's conflict, 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.

#### **13. Chairing of directors' meetings**

- 13.1. The directors may appoint a director to chair their meetings.
- 13.2. The person so appointed for the time being is known as the "chairman".
- 13.3. The directors may terminate the chairman's appointment at any time.
- 13.4. If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### **14. Casting vote**

- 14.1. If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote.

#### **15. Director's Interests**

- 15.1. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:
- (a) 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;
  - (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (c) 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 such existing or proposed transaction or arrangement in which he is interested;
  - (d) 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;
  - (e) 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; and
  - (f) shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Companies Act 2006)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

#### **16. Conflicts of interest**

- 16.1. The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ("**Conflict**").
- 16.2. Any authorisation under this article 16 will be effective only if:
- (a) to the extent permitted by the Companies Act 2006, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and

- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

16.3. Any authorisation of a Conflict under this article 16 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

16.4. Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

16.5. The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

16.6. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **17. Records of decisions to be kept**

17.1. The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

- 17.2. 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.

**18. Directors' discretion to make further rules**

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

**PART 4**

**APPOINTMENT OF DIRECTORS**

**19. Methods of appointing directors**

- 19.1. Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—
- (a) by ordinary resolution, or
  - (b) by a decision of the directors.
- 19.2. In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.
- 19.3. For the purposes of article 19.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

**20. Termination of director's appointment**

A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

**21. Directors' remuneration**

- 21.1. Directors may undertake any services for the company that the directors decide.
- 21.2. Directors are entitled to such remuneration as the directors determine—
- (a) for their services to the company as directors, and

(b) for any other service which they undertake for the company.

21.3. Subject to the articles, a director's remuneration may—

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4. Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5. Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

## **22. Directors' expenses**

22.1. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## **PART 5**

### **SHARES AND DISTRIBUTIONS**

#### **SHARES**

## **23. All shares to be fully paid up**

23.1. No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.

23.2. This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

## **24. Share capital**

24.1. The share capital of the company is divided into Ordinary A Shares, Ordinary B Shares and G Shares. Except as otherwise provided in these Articles, the Ordinary A Shares and Ordinary B Shares shall rank *pari passu* in all respects, but shall constitute separate classes of shares. The G Shares shall carry the rights set out in these Articles.

24.2. The number of G Shares in issue from time to time, shall not exceed an amount equal to the aggregate number of Ordinary Shares in issue at the relevant time.



- 24.3. No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be the relevant number of shareholders holding shares of the relevant class present in person or by proxy.
- 24.4. The rights attached to any class shall not (unless otherwise provided by the terms of issue of such Shares) be deemed to be varied by the creation or issue of further shares ranking in any respect *pari passu* with that class.

## **25. Rights Attaching to Shares**

### **25.1. As regards voting:**

- (a) The voting rights attaching to the Ordinary Shares are as set out in Part 9 of these Articles.
- (b) The holders of the G Shares shall not be entitled to receive notice of, or attend, or vote at any general meeting or on any written resolution of the Company.

### **25.2. As regards income:**

- (a) Subject to article 25.2(b) below, the profits of the Company which are resolved to be divided amongst the shareholders in any year shall be applied in paying to the holders of the respective classes of shares, dividends at such respective rates (if any) as the Company by shareholders' resolution shall determine and so that a dividend or dividends may be declared on one or several classes of shares to the exclusion of any class or classes and that dividends at different rates may be declared on the respective classes of shares. The directors may pay an interim dividend or dividends on one or several classes of shares to the exclusion of any class or classes and may pay interim dividends at different rates on the respective classes of shares.
- (b) The G Shares shall not entitle the holders thereof to participate in any dividends or distributions declared by the Company.

### **25.3. As regards capital:**

On the occurrence of an Exit, the Exit Proceeds after payment of all fees and expenses will be distributed in the following order and priority:

- (a) first in paying to the holders of the Ordinary Shares (*pari passu* as if they comprised one class of Shares) an amount per share equal to the sum paid up thereon;
- (b) next and subject to (a) above, in paying to the holders of the G Shares an amount per share equal to the sum paid up thereon;
- (c) next and subject to (a) - (b) (inclusive) above, in paying to the holders of the Ordinary Shares an amount up to an aggregate maximum of £3,000,000 (Three Million Pounds), *pro rata* to the number of Shares held by each of them;
- (d) next and subject to (a) - (c) (inclusive) above, the balance of the Exit Proceeds (the "**Surplus Exit Proceeds**") shall belong to and be distributed *pari passu* amongst the holders of Ordinary Shares and the G Shares (as if all such share classes constituted the same class of share) *pro rata* to the number of Shares held by each of them.

- 25.4. Should a Listing occur, each shareholders' proportion of the proceeds shall be equal to the proportion of the proceeds that shareholder would have been entitled to receive on an Exit pursuant to the preceding provisions of this article.

**26. Powers to issue different classes of share**

- 26.1. Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 26.2. The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

**27. Transfers of shares: General**

- 27.1. Save as required or permitted by article 31 or article 33 or in connection with an Exit, the G Shares are non-transferable.
- 27.2. In these Articles, reference to the transfer of a Share 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.
- 27.3. Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- 27.4. 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 26.10, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent.
- 27.5. If a Shareholder (other than the Founder) transfers (or purports to transfer) a share other than in accordance with these Articles, he shall be deemed to have immediately served a Transfer Notice in respect of all shares held by him.
- 27.6. Any transfer of a Share by way of sale which is required to be made under article 31 or article 33 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 27.7. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 27.8. The company may retain any instrument of transfer which is registered.
- 27.9. The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

27.10. The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

27.11. The Directors may (and shall, if requested by the Founder), 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 agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the shareholders and the Company, in such form as the Directors 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 27.11, 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.

## **28. Pre Emption Rights on the Issue of new Shares**

28.1. In accordance with section 567(1) of the Companies Act 2006, 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.

28.2. The Board is generally and unconditionally authorised, for the purposes of section 551 of the Companies act 2006, to exercise any power of the Company to offer or allot; grant rights to subscribe for or to convert any security into; and otherwise deal in, or dispose of any G Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for G Shares) to any person, at any time and subject to any terms and conditions as the Board think proper **provided that** the authority referred to in this article shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution; and may only be exercised for a period of five years from the date of adoption of these Articles **save that** the Board may make an offer or agreement which would, or might, require any G Shares to be allotted after the expiry of such authority (and the Board may allot G Shares in pursuance of an offer or agreement as if such authority had not expired).

28.3. If the Company proposes to allot any equity securities other than G Shares, those equity securities shall not be allotted to any person unless the Company has first offered them to all Ordinary Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those Ordinary Shareholders (as nearly as possible without involving fractions). The offer:

- (a) shall be in writing, shall be open for acceptance for a period of 21 days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
- (b) may stipulate that any Ordinary Shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("**Excess Securities**") for which he wishes to subscribe.

28.4. Any equity securities not accepted by Ordinary Shareholders pursuant to the offer made to them in accordance with Article 28.3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 28.3. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the

applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 28.3 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the Ordinary Shareholders.

- 28.5. Completion of the issue of any Shares under this article 28 shall take place on the date falling 5 Business Days after the Ordinary Shareholders have been notified of the number of Shares to be allotted to them (including any Excess Shares) (the “**Issue Date**”). On or before the Issue Date each Ordinary Shareholder shall make payment in cleared funds to such account as is notified by the Company for the full amount of the Shares to be issued.
- 28.6. Subject to Articles 28.3 and 28.4 and to section 551 of the Act, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 28.7. No shares shall be allotted to any employee, director, prospective employee or director unless such person has entered into a joint election with the company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

## **29. Anti-Dilution**

- 29.1. If the Company issues any equity securities other than G Shares after the date of adoption of these Articles (a “**Qualifying Issue**”), the Company shall make a bonus issue of such number of G Shares (“**Anti-Dilution Shares**”) to each holder for the time being of G Shares (each an “**Exercising Shareholder**”) as shall be calculated in accordance with article 29.2.
- 29.2. The number of Anti-Dilution Shares to be issued to each Exercising Shareholder shall be the number equal to N (rounded down to the nearest whole number), where N is calculated as follows:

$$N = ((A / B) \times C) - A$$

Where:

- N** = the number of Anti-Dilution Shares to be issued to the Exercising Shareholder;
- A** = the number of G Shares held by the relevant Exercising Shareholder;
- B** = the aggregate number of Ordinary Shares in issue immediately prior to the Qualifying Issue;
- C** = the aggregate number of Ordinary Shares in issue immediately following the Qualifying Issue.

- 29.3. The Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company (without any further authority required than that contained in these Articles);
- (b) within 5 Business Days of the date of the Qualifying Issue be issued to the relevant Exercising Shareholders in accordance with article 29.2 and credited as fully paid up in cash; and
- (c) shall rank pari passu in all respects with the existing G Shares.

29.4. If and to the extent that the Company is prohibited from issuing the Anti-Dilution Shares in accordance with article 29.3 (whether by virtue of the Companies Act 2006 or otherwise), each Exercising Shareholder shall be entitled, at any time, to subscribe at par for the balance of that number of Anti-Dilution Shares to which they would otherwise be entitled to receive pursuant to article 29.2 and, following such a subscription, article 29.3(c) shall apply.

29.5. If there is a dispute between the Company and any holder for the time being of G Shares as to the operation of this article 29, the matter shall be referred (at the cost of the Company) to the Expert who shall determine the number of Anti-Dilution Shares to be issued.

29.6. The Expert's determination of any matter under this article 29 shall, in the absence of manifest error, be final and binding on the Company and each of its Shareholders.

### **30. Pre Emption Rights on the Transfer of Shares**

30.1. In this Article, reference to the transfer of a share 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.

30.2. Except where the provisions of article 33 apply, any transfer of shares by a shareholder other than the Founder, shall be subject to the pre-emption rights in this Article. Subject only to the provisions of article 33, the Founder may transfer shares to such person or persons and on such terms as he in his absolute discretion sees fit.

30.3. A shareholder (other than the Founder) ("**Seller**") wishing to transfer its shares ("**Sale Shares**") must give notice in writing (a "**Transfer Notice**") to the Company giving details of the proposed transfer including:

- (a) the number of Sale Shares;
- (b) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed buyer;
- (c) the price (in cash) at which the Seller wishes to sell the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price can be agreed between the Seller and the Board ("**Transfer Price**")); and
- (d) whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold to shareholders ("**Minimum Transfer Condition**").

30.4. Once given (or deemed to have been given) under these Articles, a Transfer Notice may not be withdrawn.

30.5. A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares in accordance with the provisions of these Articles.

- 30.6. As soon as practicable following the receipt of a Transfer Notice, the Board shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.
- 30.7. The Board shall offer the Sale Shares to all Ordinary Shareholders other than the Seller (the “**Continuing Shareholders**”), inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (both dates inclusive) (the “**Offer Period**”) for the maximum number of Sale Shares they wish to buy.
- 30.8. If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under article 30.9 shall be conditional on the fulfilment of the Minimum Transfer Condition.
- 30.9. If:
- (a) at the end of the Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion which the Continuing Shareholder's existing holding of shares bears to the total number of shares held by those other Continuing Shareholders who have applied for Sale Shares. 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 among the Continuing Shareholders who have applied for Sale Shares shall be determined by the Board). No allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which it has stated it is willing to buy;
  - (b) not all Sale Shares are allocated following allocations in accordance with Article 30.9(a), but there are applications for Sale Shares that have not been satisfied, the Board shall allocate the remaining Sale Shares to such applicant(s) in accordance with the procedure set out in Article 30.9(a). The procedure set out in this Article 30.9(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;
  - (c) at the end of the Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications. The balance (the “**Initial Surplus Shares**”) shall be offered to the Company to buy back at the Transfer Price, subject always to the requirements of the Companies Act 2006. The Company shall confirm in writing within 5 Business Days of the offer being made, the number of Initial Surplus Shares (if any) it wishes to buy back and the Board shall (subject to compliance with the requirements of the Companies Act 2006), allocate such number of the Initial Surplus Shares to the Company;
  - (d) at the end of the Offer Period and following the offer having been made to the Company pursuant to Articles 30.9(c) above, not all of the Sale Shares have been allocated pursuant articles 30.9(a) and 30.9 (c), the balance (the “**Second Surplus Shares**”) shall be dealt with in accordance with article 30.14.

30.10.If the Transfer Notice includes a Minimum Transfer Condition and the total number of Sale Shares applied for is less than the number of Sale Shares specified in the Minimum Transfer Condition, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under article 30.9, stating that the Minimum Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

30.11.If:

- (a) the Transfer Notice includes a Minimum Transfer Condition and such Minimum Transfer Condition has been satisfied, or the Transfer Notice does not include a Minimum Transfer Condition; and
- (b) allocations under article 30.9 have been made in respect of some or all of the Sale Shares,

the Board shall give written notice of allocation (an “**Allocation Notice**”) to the Seller and each Continuing 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, the amount payable by each Applicant for the number of Sale Shares allocated to them (“**Consideration**”) and the place and time for completion of the transfer of the Sale Shares (which shall be at least 5 Business Days, but not more than 15 Business Days, after the date of the Allocation Notice).

30.12.On the date specified for completion in the Allocation Notice, the Seller shall, against payment of the Consideration, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with the requirements specified in the Allocation Notice.

30.13.If the Seller fails to comply with article 30.12:

- (a) the chairman of the Company (or, failing the chairman, one of the other directors, or some other person nominated by a resolution of the Board) may, as agent on behalf of the Seller:
  - i. complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
  - ii. receive the Consideration and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Consideration); and
  - iii. (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Sale Shares purchased by them; and
- (b) the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until the Seller has delivered its certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the Board may reasonably require to prove good title to those Sale Shares, to the Company.

30.14.If an Allocation Notice does not relate to all of the Sale Shares or the Transfer Notice lapses pursuant to article 30.10 then, subject to article 30.15 and within 8 weeks following service of the Allocation Notice or the date of the lapse of the Transfer Notice (as the case may be), the Seller may transfer the Second Surplus Shares or the

Sale Shares (in the case of a lapsed offer) (as the case may be) to any person at a price at least equal to the Transfer Price. The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 30.14 shall continue to be subject to any Minimum Transfer Condition.

30.15. The Seller's right to transfer Sale Shares under article 30.14 does not apply if the Founder reasonably considers that:

- (a) the transferee is a person (or a nominee for a person) who is a competitor with (or an associate of a competitor with) the business of the Company or with a subsidiary of the Company; or
- (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 provide promptly information available to the Seller and reasonably requested by the Founder to enable it to form the opinion mentioned above.

30.16. The restrictions imposed by this Article may be waived in relation to any proposed transfer of Sale Shares with the consent of at least 75% of the shareholders who, but for the waiver, would or might have been entitled to have such Sale Shares offered to them in accordance with this Article.

### **31. Obligatory Transfer Events**

31.1. A shareholder (other than the Founder) is deemed to have served a Transfer Notice under article 30 in respect of all of his shares, immediately before any of the following events:

- (a) in the case of an individual, his death or if he has a bankruptcy order made against him, enters into any composition or arrangement with or for the benefit of his creditors or allows his shares in the Company to be charged in any way; or
- (b) in the case of a Company, if a liquidator, administrator or administrative receiver is appointed over it (or a material part of its business); or
- (c) a sale or other disposition of any beneficial interest in a share (whether or not for consideration) by a shareholder otherwise than in accordance with these articles and whether or not made in writing; or
- (d) in the case of an Engaged Shareholder, if an Engaged Shareholder becomes a Departing Shareholder and unless the Founder otherwise directs in writing prior to or within 10 Business Days after the relevant Termination Date (a "**Compulsory Transfer**") and any Transfer Notice served in respect of any of such Relevant Shares before the date such Engaged Shareholder becomes a Departing Shareholder, shall automatically lapse;
- (e) a material or persistent breach of any shareholders' agreement in force as between the shareholders of the company which, if capable of remedy, has not been so remedied within 10 Business Days of notice to remedy the breach being served by another shareholder.

31.2. Any deemed Transfer Notice referred to in article 31.1 has the same effect as a Transfer Notice under article 28, except that the deemed Transfer Notice takes effect on the basis that it relates to the Shareholder's entire holding of Shares, does not identify a proposed buyer, does not contain a Total Transfer Condition and does not state a price for the shares.



- 31.3. In addition to the above, where a deemed Transfer Notice is served pursuant to article 31.1 in respect of G Shares, prior to making an offer to all Ordinary Shareholders other than the Seller in accordance with article 30.7, the Board shall offer the relevant G Shares to the Company to buy back at nominal value, subject always to the requirements of the Companies Act 2006.
- 31.4. Save as provided for above in respect of G Shares, the Transfer Price for any deemed Transfer Notice served under article 31.1 (a), (b), (c) or (e) shall be the lower of the aggregate Initial Price of such Sale Shares and the aggregate Fair Value of such Sale Shares determined by the Expert in accordance with article 32.
- 31.5. Save as provided for above in respect of G Shares and notwithstanding any other provisions of these Articles, the Transfer Price in respect of a Compulsory Transfer shall, where the Departing Shareholder is:
- (a) a Leaver, be the lower of the aggregate Initial Price of such Sale Shares and the aggregate Fair Value of such Sale Shares determined by the Expert in accordance with article 32; and
  - (b) a Bad Leaver, be restricted to the aggregate nominal value of such Sale Shares.
- 31.6. Forthwith upon a Transfer Notice being deemed to be served under article 31.1 the shares subject to the relevant Deemed Transfer Notice ("**Restricted Shares**") shall cease to confer on the holder of them any rights:
- (a) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of shares;
  - (b) to receive dividends or other distributions otherwise attaching to those Shares; or
  - (c) to participate in any future issue of shares issued in respect of those shares.

Such rights shall be reinstated on completion of a transfer made pursuant to article 31.1.

## **32. Valuation**

- 32.1. The Expert shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Company and the Seller in writing of their determination.
- 32.2. The Fair Value for any Sale Share shall be the price per share determined in writing by the 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, but taking into consideration the likely impact on the business of the Company of the departure of the shareholder proposing to sell their shares;
  - (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.
- 32.3. The shareholders are entitled to make submissions to the Expert and will provide (or procure that the Company provides) the Expert with such assistance and documents as the Expert reasonably require for the purpose of reaching a decision, subject to the Expert agreeing to give such confidentiality undertakings as the shareholders may reasonably require.
- 32.4. To the extent not provided for by this article 32, the Expert may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.
- 32.5. The Expert shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of manifest error or fraud.
- 32.6. The cost of obtaining the Expert' valuation shall be borne by the Company and the Seller equally or in such other proportions as the Expert direct.

### **33. Tag Along and Drag Along**

- 33.1. In the event that any Shareholder(s) (the **"Selling Shareholders"**) propose to sell the legal or beneficial interests in their shares which would result in the proposed buyer (the **"Offeror"**), and any person acting in concert with the Offeror, acquiring in excess of 50% of the voting shares in the Company, the remaining Shareholders (the **"Remaining Shareholders"**) shall have the right to require that the Selling Shareholders procure that the Offeror offers to purchase all their Shares at the same price and otherwise on the same terms offered to the Selling Shareholders (the **"Tag Along Right"**).
- 33.2. The Tag Along Right may be exercised by the Remaining Shareholders serving notice to that effect on the Selling Shareholders at any time not less than 14 days prior to the date on which the Selling Shareholders sell their shares to the Offeror. A Tag Along Right once exercised shall be irrevocable, but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Selling Shareholders do not transfer such shares to the Offeror. Upon the exercise of the Tag Along Right, the Remaining Shareholders shall be bound to accept the offer made to them in respect of their entire holding of Shares and to comply with the obligations assumed by virtue of such acceptance.
- 33.3. In the event that any Shareholder(s) (the **"Selling Shareholders"**) propose to sell the legal or beneficial interests in more than 50% of the issued and voting share capital of the Company to a bona fide third party proposed purchaser (the **"Offeror"**), the Selling Shareholders and/or the Offeror may require the Remaining Shareholders to sell and transfer all their Shares to the Offeror (or as the Offeror directs) at the same price and otherwise on the same terms offered to the Selling Shareholders (the **"Drag Along Right"**).

- 33.4. The Selling Shareholders or the Offeror may exercise the Drag Along Right by serving notice to the Remaining Shareholders at any time not less than 14 days prior to the date on which the Selling Shareholders sell their shares to the Offeror. A Drag Along Right once exercised shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Selling Shareholders do not transfer such shares to the Offeror. Upon the exercise of the Drag Along Right, the Remaining Shareholders shall be bound to accept the offer made to them in respect of their entire holding of Shares and to comply with the obligations assumed by virtue of such acceptance.
- 33.5. If any Shareholder does not, on completion of the sale of Shares pursuant to this article, deliver share certificates and execute transfer(s) in respect of all of the Shares held, the defaulting Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent and attorney to execute all necessary transfer(s) on their behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Shares, and deliver such transfer(s) to the Offeror (or as they may direct) as the holder thereof. After the Offeror (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.
- 33.6. Any transfer of shares pursuant to this article 33 shall not be subject to the restrictions on transfer contained in these Articles.

#### **34. Company not bound by less than absolute interests**

Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

#### **35. Share certificates**

- 35.1. The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 35.2. Every certificate must specify—
- (a) in respect of how many shares, of what class, it is issued;
  - (b) the nominal value of those shares;
  - (c) that the shares are fully paid; and
  - (d) any distinguishing numbers assigned to them.
- 35.3. No certificate may be issued in respect of shares of more than one class.
- 35.4. If more than one person holds a share, only one certificate may be issued in respect of it.
- 35.5. Certificates must—
- (a) have affixed to them the company's common seal, or
  - (b) be otherwise executed in accordance with the Companies Acts.

### **36. Replacement share certificates**

- 36.1. If a certificate issued in respect of a shareholder's shares is—
- (a) damaged or defaced, or
  - (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 36.2. A shareholder exercising the right to be issued with such a replacement certificate—
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
  - (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
  - (c) must comply with such conditions as to evidence and indemnity as the directors decide.

### **37. Transmission of shares**

- 37.1. If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- 37.2. A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
  - (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 37.3. Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or otherwise, unless they become the holders of those shares.

### **38. Exercise of transmittees' rights**

- 38.1. Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 38.2. If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 38.3. Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

### **39. Transmittees bound by prior notices**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

#### **40. Purchase of Own Shares**

Subject to the Companies Act 2006, but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Companies Act 2006.

### **PART 6**

#### **DIVIDENDS AND OTHER DISTRIBUTIONS**

##### **41. Procedure for declaring dividends**

- 41.1. The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 41.2. A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 41.3. No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 41.4. Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which the shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of the relevant class of shares on the date of the resolution or the decision to declare or pay it.
- 41.5. For so long as the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 41.6. The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 41.7. If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

##### **42. Payment of dividends and other distributions**

- 42.1. Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—
  - (a) transfer to a bank or building society account specified by the distribution recipient in writing;
  - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;

- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing;
- (d) by crediting the amount to an on demand loan account with the company in the name of the distribution recipient; or
- (e) any other means of payment as the directors agree with the distribution recipient in writing.

42.2. In the articles, the “**distribution recipient**” means, in respect of a share in respect of which a dividend or other sum is payable—

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or otherwise by operation of law, the transmittee.

#### **43. No interest on distributions**

The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the company.

#### **44. Unclaimed distributions**

44.1. All dividends or other sums which are—

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

44.2. The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

44.3. If—

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

#### **45. Non-cash distributions**

45.1. Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

45.2. For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

#### **46. Waiver of distributions**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death of one or more joint holders, or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

### **PART 7**

#### **CAPITALISATION OF PROFITS**

#### **47. Authority to capitalise and appropriation of capitalised sums**

47.1. Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—

- (a) decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

47.2. Capitalised sums must be applied—

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them.

47.3. Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

47.4. A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

47.5. Subject to the articles the directors may—

- (a) apply capitalised sums in accordance with articles 47.3 and/or 47.4 partly in one way and partly in another;

- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

## **PART 8**

### **DECISION-MAKING BY SHAREHOLDERS**

#### **ORGANISATION OF GENERAL MEETINGS**

##### **48. Attendance and speaking at general meetings**

48.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

48.2. A person is able to exercise the right to vote at a general meeting when—

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

48.3. The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

48.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

48.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

##### **49. Quorum for general meetings**

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

##### **50. Chairing general meetings**

50.1. If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

50.2. If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—



- (a) the directors present, or
- (b) (if no directors are present), the meeting, must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

50.3. The person chairing a meeting in accordance with this article is referred to as “**the chairman of the meeting**”.

## **51. Attendance and speaking by directors and non-shareholders**

51.1. Directors may attend and speak at general meetings, whether or not they are shareholders.

51.2. The chairman of the meeting may permit other persons who are not –

- (a) shareholders of the company, or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

## **52. Adjournment**

52.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

52.2. The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

52.3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

52.4. When adjourning a general meeting, the chairman of the meeting must—

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

52.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

- (a) to the same persons to whom notice of the company’s general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain.

52.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **PART 9**

### **VOTING AT GENERAL MEETINGS**

#### **53. Voting: general**

- 53.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 53.2. Subject to any rights or restrictions attached to any class of shares, at a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote; on a poll, every shareholder present in person or by proxy shall have one vote for each share of which he is the holder; and on a vote on a written resolution, every shareholder has one vote for each share of which he is the holder.

#### **54. Errors and disputes**

- 54.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 54.2. Any such objection must be referred to the chairman of the meeting, whose decision is final.

#### **55. Poll votes**

- 55.1. A poll on a resolution may be demanded—
- (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 55.2. A poll may be demanded by—
- (a) the chairman of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- 55.3. A demand for a poll may be withdrawn if—
- (a) the poll has not yet been taken, and
  - (b) the chairman of the meeting consents to the withdrawal.
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 55.4. Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### **56. Content of proxy notices**

- 56.1. Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which—

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) 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 a proxy notice which is not delivered in such manner shall be invalid.

56.2. The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

56.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

56.4. Unless a proxy notice indicates otherwise, it must be treated as—

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **57. Delivery of proxy notices**

57.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

57.2. An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

57.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

57.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **58. Amendments to resolutions**

58.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 58.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 58.3. If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## **PART 10**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **59. Means of communication to be used**

- 59.1. Subject to article 59.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
  - (b) if sent by fax, at the time of transmission; or
  - (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
  - (d) if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
  - (e) if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
  - (f) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
  - (g) 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; and
  - (h) if deemed receipt under the previous paragraphs of this article 59.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt.
- For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 59.2. To prove service, it is sufficient to prove that:
- (a) if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
  - (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or

- (c) if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

#### **60. Company seals**

- 60.1. Any common seal may only be used by the authority of the directors.
- 60.2. The directors may decide by what means and in what form any common seal is to be used.
- 60.3. Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 60.4. For the purposes of this article, an authorised person is—
- (a) any director of the company;
  - (b) the company secretary (if any); or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### **61. No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

#### **62. Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

### **PART 11**

#### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **63. Indemnity**

- 63.1. Subject to article 63.2, 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 as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any

finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his 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 any associated company's) affairs; and

- (b) the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 63.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

63.2. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

63.3. In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "**relevant officer**" means any director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006).

#### **64. Insurance**

64.1. 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.

64.2. In this article:

- (a) a "**relevant officer**" means any director or other officer of the company or an associated 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 the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);
- (b) a "**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, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.