

Company number: 08346204

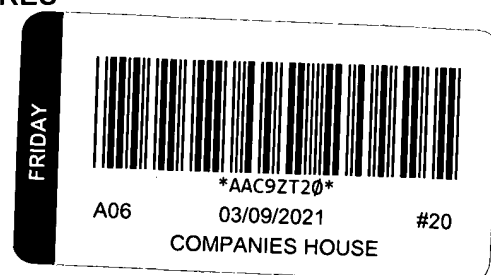
The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

VOXPOPME LIMITED



(Adopted by Written Special Resolution dated 24 February 2021)

1 Interpretation

1.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:-

"A1 Majority"	the holders of more than 50% of the A1 Shares in issue from time to time
"A2 Majority"	the holders of more than 50% of the A2 Shares in issue from time to time
"A+ Shares"	the A1 Shares and A2 Shares
"A1 Purchase Price"	an amount equal to the Issue Price of the A1 Shares plus any Arrears payable to the A1 Shares
"A2 Purchase Price"	an amount equal to the Issue Price of the A2 Shares plus any Arrears payable to the A2 Shares
"A1 Shares"	A1 preferred shares of £0.01 each in the capital of the Company having the rights set out in these Articles
"A2 Shares"	A2 preferred shares of £0.01 each in the capital of the Company having the rights set out in these Articles
"A1 Sum"	shall have the meaning given in Articles 4.3.1(iii) and Article 4.5.1 (iii) as appropriate
"A2 Sum"	shall have the meaning given in Articles 4.3.1(ii) and Article 4.5.1 (ii) as appropriate
"A1 Yield"	a return equal to an annual simple (and non-compounding) rate of interest on the aggregate Issue Price of the A1 Shares that are held by the Northern VCTs in the amounts set out in Table 2 of 3% above the

average one year LIBOR rate during the month prior to 9 September 2019.

"A2 Yield"	a return equal to an annual simple (and non-compounding) rate of interest on the aggregate Issue Price of the A2 Shares that are held by the Northern VCTs in the amounts set out in Table 1 of 3% above the average one year LIBOR rate during the month prior to the adoption date of these Articles of Association.
"A Shares"	A ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles
"A Purchase Price"	an amount equal to the Issue Price of the A Shares plus any Arrears payable to the A Shares
"A Sum"	shall have the meaning given in Article 4.5.1(iv)
"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)
"the Acts"	The Companies Acts (as defined in section 2 CA 2006) in so far as they apply to the Company
"Anti-Dilution Shares"	the Anti-Dilution A1 Shares and the Anti-Dilution A2 Shares
"Anti-Dilution A1 Shares"	shall have the meaning given in Article 8.1;
"Anti-Dilution A2 Shares"	shall have the meaning given in Article 8.3;
"these Articles"	These Articles of Association, whether as originally adopted or as from time to time altered by special resolution
"Arrears"	All arrears, accruals and deficiencies of any divided or other sums payable in respect of the relevant Share whether or not earned or declared and irrespective of whether or not the Company has had, at any time, sufficient distributable profits to pay such dividend or sums together with all interest and other amounts payable there on
"Asset Sale"	The disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business)
"Auditors"	The auditors of the Company for the time being or, if the Company has lawfully not appointed auditors, its accountants for the time being, or, if in either case such firm is unable or unwilling to act in any particular case,

	such firm of chartered accountants as may be agreed between the directors of the Company and the Proposed Seller / Proposed Transferor or, in default of agreement, as may be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales or any successor body
"Available Profits"	Profits available for distribution within the meaning of part 23 of CA 2006
"Board"	The board of directors of the Company from time to time acting by the resolution of a duly convened and quorate meeting or by unanimous decision in accordance with Article 8 of the Model Articles
"Bonus Issue or Reorganisation"	any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves or any consolidation or sub-division or redenomination or any repurchase or redemption of shares or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company (in each case other than in respect of the grant of options under any Share Plan)
"BA Director"	A director to the Board appointed by the Business Angels pursuant to Article 20.4
"Business Angels"	Has the meaning given in the Investment Agreement
"Business Days"	Any day other than a Saturday, Sunday or English bank holiday
"CA 2006"	The Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force
"clear days"	In relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"communication"	Has the same meaning as in the Electronic Communications Act 2000
"company secretary"	The secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
"Compulsory Event"	In respect of an Employee Member: <ul style="list-style-type: none"> (a) his being adjudicated as bankrupt; or (b) his entry into any voluntary arrangement or composition with his creditors

"Consultant"	A person who provides consultancy services to the Company or any of its subsidiaries, whether engaged directly or under a consultancy agreement with a third party through which the relevant person's services are provided
"Controlling Interest"	An interest in Shares conferring in aggregate more than 50% of the total voting rights conferred by all the issued Shares in the Company
"Date of Adoption"	The date on which these Articles are adopted
"Deferred Shares"	Deferred shares of £0.01 each in the capital of the Company having the rights set out in these Articles
"the directors"	The directors for the time being of the Company or (as the context shall require) any of them acting as the Board
"EIS Provisions"	The provisions of Part 5 ITA and sections 150 and 150 A, B and C and Schedule 5B of the Taxation and Chargeable Gains Act 1992 (in each case as inserted and/or amended from time to time)
"EIS Reliefs"	The reliefs in respect of income tax and capital gains tax available to certain subscribers of shares pursuant to the EIS Provisions
"eligible director"	Any 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)
"Employee Member"	A person who is or is to become a holder of Shares (or beneficial holder of Shares the legal title to which are or are to be held by a bare nominee on his behalf) and who is or has been an executive director and/or an employee of the Company or any of its subsidiaries
"Equity Shares"	Ordinary Shares, A Shares, A1 Shares and A2 Shares
"Equity Shareholder"	A holder of Equity Shares
"Exercising A1 Investor"	shall have the meaning given in Article 8.1
"Exercising A2 Investor"	shall have the meaning given in Article 8.3
"Exit"	A Sale, an Asset Sale or an IPO
"Family Trust"	<p>A trust which permits the settled property or the income therefrom to be applied only for the benefit of:</p> <p>(a) the settlor and/or Privileged Relations of that settlor; or</p>

- (b) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities),

and under which no power of control is capable of being exercised over the votes of any Shares which are the subject of the trust by any person other than the trustees or the settlor or the Privileged Relations of the settlor. For the purposes of this definition "**settlor**" includes a testator or an intestate in relation to a Family Trust arising respectively under a settlement, testamentary disposition or an intestacy of a deceased member

"Financial Year"	Has the meaning set out in section 390 CA 2006
"Fund Director"	A director to the Board appointed by The Mercia Fund pursuant to Article 20.3
"Future Fund Loan Agreement"	the convertible loan agreement dated 5 November 2020 made between (1) the Company (2) UK FF Nominees Limited and (3) Mercia Investment Plan and Origin Ventures LLP
"Group"	Any subsidiary of the Company and any holding company of the Company or any other subsidiary of any such holding company and references to a " member of the Group " or " Group member " shall be construed accordingly
"the holder"	In relation to Shares means the member whose name is entered in the register of members as the holder of the Shares
"holding company"	Has the meaning set out in section 1159 CA 2006
"Holding Company"	A newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company immediately prior to the transfer of the issued share capital of the Company to such holding company
"Individual Premium"	In respect of an Equity Share, the premium paid on issue in respect of that Equity Share and if no premium was paid, £0.01 per Equity Share
"Investment Agreement"	The investment agreement relating to the Company dated on or around the Date of Adoption (as amended,

	adhered to, supplemented and/or superseded from time to time)
"Investor Director"	the Origin Director, the Fund Director and the Northern VCT Director (in each case, if appointed);
"Investor Director Consent"	the prior written consent of the Origin Director, the Fund Director and, if appointed the Northern VCT Director
"Investment Fund"	A fund, partnership, company, syndicate or other entity whose principal business is to make investments and whose business is managed by an Investment Manager
"Investor Majority"	Origin, the Northern VCTs and the Mercia Fund
"Investor Majority Consent"	the unanimous prior written consent of the Investor Majority;
"Investment Manager"	A person whose principal business is to make, manage or advise upon investments
"Independent Non-Executive Director"	has the meaning set out in Article 20.8
"IPO"	The admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ or 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)
"Issue Price"	In relation to any Share, the amount paid up or credited as paid up on it (including the full amount of any premium at which such Share was issued whether or not such premium is applied for any purpose after that)
"ITA"	The Income Tax Act 2007
"ITEPA"	The Income Tax (Earnings and Pensions) Act 2003
"KS Director"	has the meaning set out in Article 20.6
"Key Executives"	has the meaning set out in the Investment Agreement;
"Key Shareholders"	David Carruthers and Andrew Barraclough (for as long as each holds Equity Shares)

"Liquidation Surplus"	On a return of assets on a liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities
"a Member of the same Group"	means as regards any company, a company which is from time to time a parent undertaking or a subsidiary undertaking of that company or a subsidiary undertaking of any such parent undertaking
"MFM"	Mercia Fund Management Limited, a company registered in England and Wales with company number 06973399 whose registered office is at Forward House, 17 High Street, Henley-In-Arden, Warwickshire, B95 5AA or such successor entity which assumes the role of manager of, or advisor to, the Northern VCTs
"Model Articles"	The model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Date of Adoption
"New Securities"	any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the exceptions set out in Article 3.6) excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption
"Nominal Sum"	shall have the meaning given in Article 4.3.1(iv)
"Northern VCT Director"	a director appointed to the Board pursuant to Article 20.6
"Northern VCT Observer"	an observer appointed by the Northern VCTs pursuant to Article 20.6.
"Northern VCTs"	each and all of Northern Venture Trust plc, Northern 2 VCT plc, Northern 3 VCT plc, and NVM Nominees Limited all having a registered address at Time Central, 32 Gallowgate, Newcastle upon Tyne NE1 4SN and Mercia VCT Nominee Limited whose registered office is Forward House, 17 High Street, Henley-In-Arden, Warwickshire, B95 5AA
"Ordinary Shares"	Ordinary shares of £0.01 each in the capital of the Company having the rights set out in these Articles;
"Ordinary Shareholders"	the holders from time to time of the Ordinary Shares (but excludes the Company holding Treasury Shares)
"OM Director"	a director to the Board appointed by the Ordinary Majority pursuant to Article 20.5

"Ordinary Majority"	the holders of more than 50% of the Ordinary Shares in issue from time to time (excluding those Ordinary Shares held by the Business Angels)
"Origin"	Origin Ventures IV, LP
"Origin Director"	any director of the Company appointed from time to time by Origin pursuant to Article 20.2
"parent undertaking"	Has the meaning set out in section 1162 CA 2006
"Permitted Transfer"	A transfer of Shares authorised by Article 10 and "Permitted Transferee" shall be construed accordingly
"Preferred Shares"	the A Shares, the A1 Shares and the A2 Shares
"Preferred Shareholder"	a holder of Preferred Shares
"Premium Sum"	shall have the meaning given in Article 4.3.1(v)
"Privileged Relation"	In relation to a member means the spouse or civil partner or widow or widower of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children
"Proposed Buyer"	A proposed buyer who at the relevant time has made a bona fide offer on arm's length terms
"Proposed Seller"	Any person proposing to transfer any shares in the capital of the Company
"Protected Shares"	The following Shares: <ul style="list-style-type: none"> (a) 75,534 Ordinary Shares subscribed by David Carruthers on or about the Relevant Date; and (b) 9,673 Ordinary Shares subscribed by Andrew Barraclough on or about the Relevant Date
"Qualifying A1 Issue"	shall have the meaning given in Article 8.1
"Qualifying A2 Issue"	shall have the meaning given in Article 8.3
"Qualifying Holding"	A qualifying holding as defined in Chapter 4 of Part 6 ITA;
"Qualifying Fund Raise"	Has the meaning given in the Investment Agreement;
"Qualifying IPO"	means an IPO in which the net aggregate subscription amount in respect of new Ordinary Shares issued at the time of the IPO is not less than \$30,000,000 at an issue price per Ordinary Share of at least five times the

	Starting Price (subject to appropriate adjustment under Article 8.3 following any Bonus Issue or Reorganisation)
"Relevant Date"	the 20 October 2017 or the date on which the employment, directorship or provision of services by the relevant Employee Member started, whichever is later
"Relevant Majority"	<p>means together:</p> <ul style="list-style-type: none"> (i) an Investor Majority; (ii) the holders of more than of 50% of the A Shares in issue; and (iii) the holders of more than of 50% of the Ordinary Shares in issue
"relevant officer"	Any director or other officer of the Company or an associated company, 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
"Relevant Shares"	<p>In respect of an Employee Member:</p> <ul style="list-style-type: none"> (a) all Shares registered in the name of such Employee Member immediately before the relevant Compulsory Event; (b) all Shares held immediately before the relevant Compulsory Event by such Employee Member's Privileged Relations and/or trustees of any Family Trusts and/or personal representatives and/or trustees in bankruptcy and/or nominees (other than Shares which the directors are satisfied were not acquired by such holders either: <ul style="list-style-type: none"> (i) directly or indirectly from the Employee Member; or (ii) by reason of their connection with the Employee Member, <p>and the decision of the Board in this respect will be final); and</p> <ul style="list-style-type: none"> (c) all Shares acquired by such Employee Member or his Privileged Relations and/or trustees of any Family Trusts and/or his personal representatives and/or trustees in bankruptcy and/or nominees after the relevant Compulsory Event under any Share Plan or otherwise on the exercise of share

options granted prior to the relevant Compulsory Event

"Remaining Liquidation Surplus"	has the meaning given in Article 4.3.1(vi)
"Remaining Proceeds Surplus"	has the meaning given in Article 4.5.1(v)
"Rights"	Rights to subscribe for, or to convert any security into, any Shares
"Sale"	The sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (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 sale
"Sale Proceeds"	shall have the meaning given in Article 4.5.1
"Share Plan"	Any scheme for the grant share options (whether unapproved, Enterprise Management Incentive share options pursuant to Schedule 5 of the Income Tax (Earnings and Pensions) Act 2003 or otherwise) to employees, and/or officers and/or Consultants of the Company or any subsidiary of the Company as established and amended or superseded from time to time
"Shares"	Ordinary Shares, A Shares, A1 Shares, A2 Shares and Deferred Shares
"Shareholder"	Any holder of any Shares (but excludes the Company holding Treasury Shares)
"Starting Price"	the amount paid up or credited as paid up on an A2 Share or A1 Share (as applicable) (including the full amount of any premium at which such A2 Share or A1 Share (as relevant) was issued or deemed to be issued) (subject to appropriate adjustment under Article 8.3 following any Bonus Issue or Reorganisation);
"subsidiary"	Has the meaning set out in section 1159 CA 2006
"subsidiary undertaking"	Has the meaning set out in section 1162 CA 2006
"Table 1"	Has the meaning given in Article 4.3.1 (vii)(A) and Article 4.5.1 (vi)(A)

"Table 2"	Has the meaning given in Article 4.3.1 (vi)(A) and Article 4.5.1 (vi)(A)
"Table 3"	Has the meaning given in Article 4.3.1 (vii)(B) and Article 4.5.1 (vi)(B)
"Table 4"	Has the meaning given in Article 4.3.1 (vi)(B) and Article 4.5.1 (vi)(B)
"The Mercia Fund"	MERCIA INVESTMENT PLAN LP (registered number LP016783) whose registered office is at Forward House, 17 High Street, Henley-In-Arden, Warwickshire, B95 5AA acting by its general partner Mercia (General Partner) Limited (company number 09705072) and MERCIA GROWTH NOMINEES 7 LIMITED (company number 10464186) and MERCIA GROWTH NOMINEES 8 LIMITED (company number 10764477), both of whose registered office is at Forward House, 17 High Street, Henley-In-Arden, Warwickshire, B95 5AA and both acting by their manager Mercia Fund Management Limited (company number 06973399) whose registered office is at Forward House, 17 High Street, Henley-In-Arden, Warwickshire B95 5AA and any other Investment Fund which is managed by the Investment Manager of any or both of Mercia Growth Nominees 7 Limited and/or Mercia Growth Nominees 8 Limited (but excluding the Northern VCTs) or by any direct or indirect subsidiary undertaking or ultimate parent undertaking of any such Investment Manager or by any other director or indirect subsidiary undertaking of any such ultimate parent undertaking and any ultimate partner undertaking of Mercia Fund Management Limited, Mercia (General Partner) Limited or any such other Investment Manager and any direct or indirect subsidiary undertaking of any such ultimate parent undertaking in each case from time to time and which is a holder of Shares
"The Mercia Fund General Partner"	Mercia (General Partner) Limited (company number 09705072) (or any successor general partner of Mercia Investment Plan LP from time to time)
"the United Kingdom"	Great Britain and Northern Ireland
"Treasury Shares"	Shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act
"UK FF"	UK FF Nominees Limited or any of its Associated Government Entities (as defined in the Future Fund Loan Agreement)

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 have the same meanings in these Articles.
- 1.3 The Model Articles apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.4 Articles 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 21, 44(2), 52 and 53 of the Model Articles do not apply to the Company.

2 Liability of the Members

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

3 Share Capital

- 3.1 Save to the extent authorised from time to time by an ordinary resolution of the shareholders or by a written resolution in accordance with section 282(2) of CA 2006 or as permitted by section 549(2) CA 2006, the directors shall not exercise any power to allot Shares or to grant Rights in the Company.
- 3.2 Subject to Article 3.6, all Shares which the directors propose to issue shall be dealt with in accordance with the following provisions of this Article 3.2:
- 3.2.1 any Shares proposed to be issued shall first be offered to all the Equity Shareholders in proportion to the number of existing Equity Shares held by them respectively;
- 3.2.2 each such offer shall be made by notice on the same terms specifying the total number of Shares being offered to the Equity Shareholders as a whole, the proportionate entitlement of the member to whom the offer is made and the price per Share (which shall be the same for each Share) and shall require each such member to state in writing within a period (not being less than 10 Business Days) specified in the notice (the "**Subscription Period**") whether it is willing to take any and, if so, what maximum number of the said Shares it is willing to take up;
- 3.2.3 if, at the end of the Subscription Period, the number of Shares applied for is equal to or exceeds the number of Shares, the Shares shall be allotted to the Equity Shareholders who have applied for Shares on a pro rata basis to the number of Equity Shares held by such Equity Shareholders which procedure shall be repeated until all Shares have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Equity Shareholder beyond that applied for by it);
- 3.2.4 an offer if not accepted within the Subscription Period, will be deemed to be declined as regards those Shares;
- 3.2.5 any Shares not taken up following such offer made in accordance with this Article 3.2 shall be under the control of the directors, who may allot Shares

or grant Rights to such persons, on such terms, and in such manner as they think fit;

3.2.6 pursuant to such offer made in accordance with this Article 3.2 no fractions of Shares shall be issued and where any Equity Shareholder would be entitled to a fraction of a share, the directors shall in their absolute discretion determine how such fractions of Shares shall be allocated amongst the Equity Shareholders so as to ensure that only whole Shares are issued; and

3.2.7 any Shares offered under this Article 3.2 to an Equity Shareholder and the right to apply for Shares in excess of an Equity Shareholder's proportionate entitlement may be accepted in full or part only by one or more persons to whom such Equity Shareholder would be permitted to transfer its Shares pursuant to Article 10.

3.3 No Shares shall be allotted to any Employee Member or any prospective Employee Member, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a section 431 ITEPA joint election with the Company if so required by the Company.

3.4 Pursuant to section 567 CA 2006, the provisions of section 561 CA 2006 (existing shareholders' right of pre-emption) and section 562 CA 2006 (communication of pre-emption offers to shareholders) shall not apply to an allotment of equity securities (as defined in section 560 CA 2006) made by the Company.

3.5 Subject to CA 2006 and Investor Majority Consent, the Company may purchase its own Shares in accordance with Chapter 4 of Part 18 CA 2006, including (without limitation) to the extent permitted by section 692 (1ZA) CA 2006. The Company shall immediately cancel any Shares acquired pursuant to this Article 3.5.

3.6 The provisions of Articles 3.2 to 3.5 (inclusive) shall not apply to:

3.6.1 any Shares to be allotted to any person pursuant to any Share Plan (whether following exercise of an option or otherwise);

3.6.2 any Shares issued as a result of a Bonus Issue or Reorganisation;

3.6.3 any Shares issued in order for the Company to comply with its obligations under these Articles, including in respect of any Anti-Dilution Shares;

3.6.4 any Shares issued with the written consent of the holders of at least 75% of the Equity Shares in issue (including with Investor Majority Consent); or

3.6.5 Shares issued in accordance with the terms of the Investment Agreement.

4 Share Rights

4.1 The Shares shall have the voting rights set out at Articles 4.6.1(i) and 18.1 and shall rank *pari passu* in all respects (but shall constitute separate classes of shares) save as set out in this Article 4.

4.2 Dividends

- 4.2.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.2.
- 4.2.2 Any Available Profits which the Company may determine to distribute in respect of any Financial Year ("**Dividend Amount**") shall be distributed as follows:
- (i) an amount equal to 1% of the Dividend Amount shall be distributed among the holders of the Deferred Shares *pro rata* to their respective holdings of Deferred Shares; and
 - (ii) the balance shall be distributed among the Equity Shareholders (*pari passu* as if the Equity Shares constituted one class of share) *pro rata* to their respective holdings of Equity Shares.
- 4.2.3 Subject to CA 2006 and these Articles, the Board may pay interim dividends if justified by the Available Profits in respect of the relevant period. Any such interim dividends shall be distributed in accordance with Article 4.2.2.
- 4.2.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 4.2.5 If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in the case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 4.2.6 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 4.2.7 If:
- (i) a Share is subject to the Company's lien (as defined at Article 6.1); and
 - (ii) the directors are entitled to issue a lien enforcement notice under Article 6.4 in respect of it,
- they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a lien enforcement notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share. The Company shall notify the distribution recipient in writing of:
- (A) the fact and sum of any such deduction;
 - (B) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and

- (C) how the money deducted has been applied.

4.3 Liquidation

4.3.1 On a distribution of assets on a liquidation, any Liquidation Surplus shall be applied (to the extent that the Company is lawfully permitted to do so):

- (i) first, in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares);
- (ii) second, in paying an amount equal to the A2 Purchase Price multiplied by the number of A2 Shares then in issue (the "**A2 Sum**") so that the A2 Sum shall be distributed as follows:
 - (A) 0.001% of the A2 Sum shall be distributed to the holders of the A1 Shares, A Shares and the Ordinary Shares pro rata as if they constituted one class of share; and
 - (B) 99.999% of the A2 Sum shall be distributed to the holders of the A2 Shares pro rata to the respective A2 Purchase Price paid for the A2 Shares held by them;
- (iii) third, in paying whichever of the following results in a greater return to the holders of the A1 Shares, to be paid to each of the holders of A2 Shares, A1 Shares, A Shares and Ordinary Shares, of EITHER,
 - (A) an amount equal to the A1 Purchase Price multiplied by the number of A1 Shares then in issue (the "**A1 Sum**") so that the A1 Sum shall be distributed as follows:
 - 1. 0.001% of the A1 Sum shall be distributed to the holders of the A2 Shares, A Shares and the Ordinary Shares pro rata as if they constituted one class of share; and
 - 2. 99.999% of the A1 Sum shall be distributed to the holders of the A1 Shares pro rata to the respective A1 Purchase Price paid for the A1 Shares held by them;
 - (B) an amount equal to the A1 Shares' pro rata entitlement to the Liquidation Surplus (the "**PR Portion Amount**"), as if the A2 Shares, A1 Shares, A Shares and the

Ordinary Shares constituted one and the same class, so that the PR Portion Amount shall be distributed as follows:

1. 0.001% of the PR Portion Amount shall be distributed to the holders of the A2 Shares, A Shares and the Ordinary Shares pro rata as if they constituted one class of share; and
2. 99.999% of the PR Portion Amount shall be distributed to the holders of the A1 Shares pro rata to the number of A1 Shares held by them,

and provided always that if there are insufficient surplus assets to pay the A1 Sum or PR Portion Amount (as applicable) in full, the remaining surplus assets shall be distributed to the holders of A2 Shares, A1 Shares, A Shares and Ordinary Shares pro rata to their respective entitlement to receive the A1 Sum or PR Portion Amount (as applicable);

- (iv) fourth, in paying to each of the holders of the A2 Shares, A1 Shares, A Shares and Ordinary Shares an amount equal to the nominal value paid for each A2 Shares, A1 Share, A Share and Ordinary Share then in issue ("**Nominal Sum**") and so that the Nominal Sum shall be distributed as follows:

- (A) 0.001% of the Nominal Sum shall be distributed to the holders of A2 Shares and A1 Shares; and
- (B) 99.999% of the Nominal Sum shall be distributed to the holders of the A Shares and Ordinary Shares such that each A Share and Ordinary Share receives the nominal value of each such share held.

and provided always that if there are insufficient surplus assets to pay the Nominal Sum in full, the remaining surplus assets shall be distributed to the holders of A2 Shares, A1 Shares, A Shares and Ordinary Shares pro rata to their respective entitlement to receive the Nominal Sum.

- (v) fifth, in paying to each of the holders of the A2 Shares, A1 Shares, A Shares and Ordinary Shares an amount equal to the individual premium value paid for each A2 Share, A1 Share, A Share and Ordinary Share then in issue ("**Premium Sum**") and so that the Premium Sum shall be distributed as follows:

- (A) 0.001% of the Premium Sum shall be distributed to the holders of A2 Shares and A1 Shares; and

- (B) 99.999% of the Premium Sum shall be distributed to the holders of the A Shares and Ordinary Shares such that each A Share and Ordinary Share receives the individual premium value of each such share held.

and provided always that if there are insufficient surplus assets to pay the Premium Sum in full, the remaining surplus assets shall be distributed to the holders of A2 Shares, A1 Shares, A Shares and Ordinary Shares pro rata to their respective entitlement to receive the Premium Sum.

- (vi) sixth, in paying the balance of the Liquidation Surplus (if any) as follows:

- (A) 0.0001% of the balance to the holder of the A1 Shares; and

- (B) 99.999% of the balance (the "**Remaining Liquidation Surplus**"), to each holder of the A2 Shares, A Shares and the Ordinary Shares pro rata, as if the Ordinary Shares, A2 Shares and the A Shares constituted one and the same class, provided that if the aggregate amount of the Liquidation Surplus payable on each A Share pursuant to Article 4.3.1 (ii), (iii), (iv), (v) and this paragraph (vi) exceeds an amount equal to 3X the Issue Price of the A Shares, the Key Executives shall then be entitled to receive 2.5% of the Remaining Liquidation Surplus on a pro rata basis between them ("**Key Executive Portion**") and such Key Executive Portion shall be correspondingly deducted pro rata from the Remaining Liquidation Surplus payable to the holders of A Shares.

- (vii) For the purposes of Article 4.3.1, the portion of the Liquidation Surplus to be distributed to the Northern VCTs:

- (A) in respect of the A2 Shares held by them (in aggregate) shall be allocated (as amongst themselves only) in accordance with Article 4.3.1(ii), as to X in respect of the A2 Shares that are held by the Northern VCTs in the amounts set out below ("**Table 1**"):

Northern Venture Trust plc	13,664 A2 Shares
Northern 2 VCT plc	12,500 A2 Shares
Northern 3 VCT plc	12,296 A2 Shares
Mercia VCT Nominee Limited	1 A2 Share

and Y in respect of the A2 Shares that are held by the Northern VCTs in the amounts set out below ("**Table 2**"):

Northern Venture Trust plc	1,443 A2 Shares
Northern 2 VCT plc	1,320 A2 Shares
Northern 3 VCT plc	1,298 A2 Shares
Mercia VCT Nominee Limited	213 A2 Shares

and for the purposes of this Article 4.3.1:

X = an amount equal to the aggregate Issue Price in respect of the A2 Shares held by the Northern VCTs as set out in Table 1, together with the A2 Yield; or, where there is a shortfall in paying such amount together with any amount due to the Northern VCTs in respect of the A2 Shares held by them as set out in Table 2, 99.99% of the Liquidation Surplus to be distributed in respect of all the A2 Shares that are held by the Northern VCTs (in aggregate); and

Y = the higher of:

1. the Liquidation Surplus to be distributed in respect of all the A2 Shares that are held by the Northern VCTs (in aggregate), less X; and
2. 0.01% of the Liquidation Surplus to be distributed in respect of all the A2 Shares that are held by the Northern VCTs (in aggregate).

(B) in respect of the A1 Shares held by them (in aggregate) shall be allocated (as amongst themselves only) in accordance with Article 4.3.1(iii), as to X in respect of the A1 Shares that are held by the Northern VCTs in the amounts set out below ("**Table 3**"):

Northern Venture Trust plc	51,467 A1 Shares
Northern 2 VCT plc	47,078 A1 Shares
Northern 3 VCT plc	46,310 A1 Shares
NVM Nominees Limited	1 A1 Share

and Y in respect of the A1 Shares that are held by the Northern VCTs in the amounts set out below ("**Table 4**"):

Northern Venture Trust plc	5,432 A1 Shares
Northern 2 VCT plc	4,970 A1 Shares
Northern 3 VCT plc	4,888 A1 Shares
NVM Nominees Limited	804 A1 Shares

and for the purposes of this Article 4.3.1:

X = an amount equal to the aggregate Issue Price in respect of the A1 Shares held by the Northern VCTs as set out in Table 3, together with the A1 Yield; or, where there is a shortfall in paying such amount together with any amount due to the Northern VCTs in respect of the A1 Shares held by them as set out in Table 4, 99.99% of the Liquidation Surplus to be distributed in respect of all the A1 Shares that are held by the Northern VCTs (in aggregate); and

Y = the higher of:

1. the Liquidation Surplus to be distributed in respect of all the A1 Shares that are held by the Northern VCTs (in aggregate), less X; and
2. 0.01% of the Liquidation Surplus to be distributed in respect of all the A1 Shares that are held by the Northern VCTs (in aggregate).

4.4 Asset Sale

- 4.4.1 In the event of an Asset Sale, the Company shall thereupon be wound up and the assets available distributed (to the extent that the Company is lawfully permitted to do so) in accordance with Article 4.3.

4.5 Sale

- 4.5.1 In the event of a Sale, the total of all and any consideration received (whether in cash or otherwise) in respect of the Shares that are the subject of the Sale ("**Sale Proceeds**") shall be paid to the Sellers of the Shares as follows:

- (i) first, in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares;

- (ii) second, in paying an amount equal to the A2 Purchase Price multiplied by the number of A2 Shares then in issue (the "**A2 Sum**") so that the A2 Sum shall be distributed as follows:
 - (A) 0.001% of the A2 Sum shall be distributed to the holders of the A1 Shares, A Shares and the Ordinary Shares pro rata as if they constituted one class of share; and
 - (B) 99.999% of the A2 Sum shall be distributed to the holders of the A2 Shares pro rata to the respective A2 Purchase Price paid for the A2 Shares held by them,
- (iii) third, in paying whichever of the following results in a greater return to the holders of the A1 Shares, to be paid to each of the holders of A2 Shares, A1 Shares, A Shares and Ordinary Shares, of EITHER,
 - (A) an amount equal to the A1 Purchase Price multiplied by the number of A1 Shares then in issue (the "**A1 Sum**") so that the A1 Sum shall be distributed as follows:
 - 1. 0.001% of the A1 Sum shall be distributed to the holders of the A2 Shares, A Shares and the Ordinary Shares pro rata as if they constituted one class of share; and
 - 2. 99.999% of the A1 Sum shall be distributed to the holders of the A1 Shares pro rata to the respective A1 Purchase Price paid for the A1 Shares held by them; OR
 - (B) an amount equal to the A1 Shares' pro rata entitlement to the Sale Proceeds (the "**PR Portion Amount**"), as if the A2 Shares, A1 Shares, A Shares and the Ordinary Shares constituted one and the same class, so that the PR Portion Amount shall be distributed as follows:
 - 1. 0.001% of the PR Portion Amount shall be distributed to the holders of the A2 Shares, A Shares and the Ordinary Shares pro rata as if they constituted one class of share; and
 - 2. 99.999% of the PR Portion Amount shall be distributed to the holders of the A1 Shares pro rata to the number of A1 Shares held by them,

and provided always that if there are insufficient surplus assets to pay the A1 Sum or PR Portion Amount (as applicable) in full, the remaining surplus assets

shall be distributed to the holders of A2 Shares, A1 Shares, A Shares and Ordinary Shares pro rata to their respective entitlement to receive the A1 Sum or PR Portion Amount as applicable;

(iv) fourth, in paying to each of the holders of the A2 Shares, A1 Shares, A Shares and Ordinary Shares an amount equal to the A Purchase Price multiplied by the number of A Shares then in issue (the "A Sum") and so that the A Sum shall be distributed as follows:

- (A) 0.001% of the A Sum shall be distributed to the holders of the A2 Shares, A1 Shares and Ordinary Shares pro rata as if they constituted one class of share; and
- (B) 99.999% of the A Sum shall be distributed to the holders of the A Shares,

and provided always that if there are insufficient surplus assets to pay the A Sum in full, the remaining surplus assets shall be distributed to the holders of the A2 Shares, A1 Shares, A Shares and Ordinary Shares pro rata to their respective entitlements to receive the A Sum.

(v) fifth, in paying the balance of the surplus assets (if any) as follows:

- (A) 0.0001% of the balance to the holders of the A1 Shares; and
- (B) 99.999% of the balance (the "**Remaining Proceeds Surplus**"), to each holder of the A2 Shares, A Shares and the Ordinary Shares pro rata, as if the Ordinary Shares, A2 Shares and the A Shares constituted one and the same class, provided that if the aggregate amount of the surplus assets payable on each A Share pursuant to Article 4.5.1 (ii), (iii), (iv) and this paragraph (v) exceeds an amount equal to 3X the Issue Price of the A Shares, the Key Executives shall then be entitled to receive 2.5% of the Remaining Proceeds Surplus on a pro rata basis between them (the "**Key Executive Portion**") and such Key Executive Portion shall be correspondingly deducted pro rata from the Remaining Proceeds Surplus payable to the holders of A Shares.

(vi) For the purposes of this Article 4.5.1, the portion of the Sale Proceeds to be distributed to the Northern VCTs:

- (A) in respect of the A2 Shares held by them (in aggregate) shall be allocated (as amongst themselves only) in accordance with Article 4.5.1(ii), as to X in respect of the A2 Shares that are held by the Northern VCTs in the amounts set out below ("**Table 1**"):

Northern Venture Trust plc	13,664 A2 Shares
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Northern 2 VCT plc	12,500 A2 Shares
Northern 3 VCT plc	12,296 A2 Shares
Mercia VCT Nominee Limited	1 A2 Share

and Y in respect of the A2 Shares that are held by the Northern VCTs in the amounts set out below ("**Table 2**"):

Northern Venture Trust plc	1,443 A2 Shares
Northern 2 VCT plc	1,320 A2 Shares
Northern 3 VCT plc	1,298 A2 Shares
Mercia VCT Nominee Limited	213 A2 Shares

and for the purposes of this Article 4.5.1 (vi):

X = an amount equal to the aggregate Issue Price in respect of the A2 Shares held by the Northern VCTs as set out in Table 1, together with the A2 Yield; or, where there is a shortfall in paying such amount together with any amount due to the Northern VCTs in respect of the A2 Shares held by them as set out in Table 2, 99.99% of the Sale Proceeds to be distributed in respect of all the A2 Shares that are held by the Northern VCTs (in aggregate); and

Y = the higher of:

1. the Sale Proceeds to be distributed in respect of all the A2 Shares that are held by the Northern VCTs (in aggregate), less X; and
2. 0.01% of the Sale Proceeds to be distributed in respect of all the A2 Shares that are held by the Northern VCTs (in aggregate).

(B) in respect of the A1 Shares held by them (in aggregate) shall be allocated (as amongst themselves only) in accordance with Article 4.5.1(iii), as to X in respect of the A1 Shares that are held by the Northern VCTs in the amounts set out below ("**Table 3**"):

Northern Venture Trust plc	51,467 A1 Shares
----------------------------	------------------

Northern 2 VCT plc	47,078 A1 Shares
Northern 3 VCT plc	46,310 A1 Shares
NVM Nominees Limited	1 A1 Share

and Y in respect of the A1 Shares that are held by the Northern VCTs in the amounts set out below ("**Table 4**"):

Northern Venture Trust plc	5,432 A1 Shares
Northern 2 VCT plc	4,970 A1 Shares
Northern 3 VCT plc	4,888 A1 Shares
NVM Nominees Limited	804 A1 Shares

and for the purposes of this Article 4.5.1 (vi):

X = an amount equal to the aggregate Issue Price in respect of the A1 Shares held by the Northern VCTs as set out in Table 1, together with the A1 Yield; or, where there is a shortfall in paying such amount together with any amount due to the Northern VCTs in respect of the A1 Shares held by them as set out in Table 2, 99.99% of the Sale Proceeds to be distributed in respect of all the A1 Shares that are held by the Northern VCTs (in aggregate); and

Y = the higher of:

1. the Sale Proceeds to be distributed in respect of all the A1 Shares that are held by the Northern VCTs (in aggregate), less X; and
2. 0.01% of the Sale Proceeds to be distributed in respect of all the A1 Shares that are held by the Northern VCTs (in aggregate).

4.5.2 The Directors shall not register any transfer of Shares if the Sale Proceeds are not so distributed (save in respect of any Shares not sold in connection with that Sale) provided that if the Sale Proceeds are not settled in their entirety upon completion of the Sale:

- (i) the directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Sale Proceeds that are settled have been distributed in the order of priority set out in Article 4.5.1; and
- (ii) the shareholders shall take any action required by Investor Majority Consent to ensure that the Sale Proceeds in their entirety are distributed in the order of priority set out in Article 4.5.1.

- 4.5.3 In the event that the Sale Proceeds are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out Article 4.5.1.

4.6 Deferred Shares

- 4.6.1 The holders of any Deferred Shares shall not have any right, in respect of any such Share:

- (i) to vote, receive any notice of or attend or speak at any general meetings of the Company or receive or sign any written resolutions circulated to any of the members;
- (ii) to receive any distributions of capital on a Sale or an IPO;
- (iii) subject to Articles 4.3 and 4.5, to participate in a return of assets on capital reduction or otherwise; or
- (iv) to transfer any Deferred Shares without Investor Majority Consent.

- 4.6.2 Subject to CA 2006, any Deferred Shares may be purchased or (if issued as redeemable shares) redeemed by the Company at any time at its option for an 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 or holders by giving notice in writing to the holder of such Deferred Shares.

- 4.6.3 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:

- (i) appoint any person as agent for such holder(s) to execute any transfer of (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise); and/or
- (ii) give, on behalf of such holder, consent to the cancellation of such Deferred Shares; and/or
- (iii) purchase such Deferred Shares in accordance with CA 2006 and to appoint any person as agent for such holder(s) to execute any documentation necessary to effect such purchase,

in any such case (i) for a price being not more than an aggregate sum of £1.00 for all the Deferred Shares registered in the name of such holder(s) and (ii) with the Company having authority pending such transfer, cancellation and/or purchase to retain the certificates (if any) in respect thereof.

5 Class Rights

- 5.1 If at any time the share capital of the Company is divided into different classes of shares, the rights attaching to any class of shares may be varied only with the consent in writing of the holders of at least 75% in nominal value of the shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such general meeting, the provisions of these Articles relating to general meetings shall apply *mutatis mutandis* but so that the necessary quorum will be one person present in person or by proxy holding at least one third of the issued shares of the relevant class, who may, if so required, demand a poll.
- 5.2 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.

6 Lien, Calls on Shares and Forfeiture

- 6.1 The Company has a lien (the "**Company's lien**") over every Share to the extent that it is not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company to pay up such Share in full, whether payable immediately or at some time in the future.
- 6.2 The Company's lien over a Share:
- 6.2.1 takes priority over any third party's interest in that Share; and
- 6.2.2 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.
- 6.3 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.
- 6.4 Enforcement of the Company's lien
- 6.4.1 Subject to the provisions of this Article, if:
- (i) a lien enforcement notice has been given in respect of a Share; and
- (ii) 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.
- 6.4.2 A lien enforcement notice:
- (i) may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

- (ii) must specify the Share concerned;
- (iii) must require payment of the sum within 14 clear days of the notice;
- (iv) must be addressed to the holder of the Share (or all the joint holders of that Share); and
- (v) must state the Company's intention to sell the Share if the notice is not complied with.

6.4.3 Where Shares are sold under this Article 6.4:

- (i) the directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser; and
- (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

6.4.4 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:

- (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
- (ii) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the Shares before the sale in respect of all Shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.

6.4.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a Share has been sold to satisfy the Company's lien on a specified date:

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

6.5 Call notices

- 6.5.1 Subject to the Articles and the terms on which Shares are allotted, the directors may send a notice (a "**call notice**") to a shareholder requiring the shareholder to pay the Company a specified sum of money (a "**call**") which is payable to the Company to pay up that Share in full at the date when the directors decide to send the call notice.

- 6.5.2 A call notice:
- (i) may not require a shareholder to pay a call which exceeds the total amount required to pay up his Shares in full;
 - (ii) must state when and how any call to which it relates is to be paid; and
 - (iii) may permit or require the call to be made in instalments.
- 6.5.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days have passed since the notice was sent.
- 6.5.4 Before the Company has received any call due under a call notice the directors may:
- (i) revoke it wholly or in part; or
 - (ii) specify a later time for payment than is specified in the notice,
- by a further notice in writing to the shareholder in respect of whose Shares the call is made.

6.6 Liability to pay calls

- 6.6.1 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.
- 6.6.2 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.
- 6.6.3 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:
- (i) to pay calls which are not the same; or
 - (ii) to pay calls at different times.

6.7 When a call notice need not be issued

- 6.7.1 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:
- (i) on allotment;
 - (ii) on the occurrence of a particular event; or
 - (iii) on a date fixed by or in accordance with the terms of issue.
- 6.7.2 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.

6.8 Failure to comply with a call notice: automatic consequences

6.8.1 If a person is liable to pay a call and fails to do so by the call payment date:

- (i) the directors may issue a notice of intended forfeiture to that person; and
- (ii) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

6.8.2 For the purposes of this Article:

- (i) 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; and
- (ii) the "**relevant rate**" is
 - (A) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - (B) 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
 - (C) if no rate is fixed in either of these ways, 5 per cent per annum.

6.8.3 The relevant rate must not exceed by more than 5 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.

6.8.4 The directors may waive any obligation to pay interest on a call wholly or in part.

6.9 Notice of intended forfeiture

6.9.1 A notice of intended forfeiture:

- (i) may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice;
- (ii) must be sent to the holder of that Share (or all the joint holders of that Share);
- (iii) must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice;

- (iv) must state how the payment is to be made; and
- (v) must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

6.10 Directors' power to forfeit Shares

- 6.10.1 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 monies payable in respect of the forfeited Shares and not paid before the forfeiture.

6.11 Effect of forfeiture

- 6.11.1 Subject to the Articles, the forfeiture of a Share extinguishes:

- (i) all interests in that Share, and all claims and demands against the Company in respect of it; and
- (ii) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

- 6.11.2 Any Share which is forfeited in accordance with the Articles:

- (i) is deemed to have been forfeited when the directors decide that it is forfeited;
- (ii) is deemed to be the property of the Company; and
- (iii) may be sold, re-allotted or otherwise disposed of as the directors think fit.

- 6.11.3 If a person's Shares have been forfeited:

- (i) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
- (ii) that person ceases to be a shareholder in respect of those Shares;
- (iii) that person must surrender the certificate for the Shares forfeited to the Company for cancellation;
- (iv) 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
- (v) 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.

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

6.12 Procedure following forfeiture

- 6.12.1 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.
- 6.12.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a Share has been forfeited on a specified date:
- (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (ii) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 6.12.3 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.
- 6.12.4 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 such sale, net of any commission, and excluding any amount which:
- (i) was, or would have become, payable; and
 - (ii) 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 such proceeds and the Company is not required to account for any money earned on them.

7 Conversion

- 7.1 Any holder of Preferred Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares any or all of the Preferred Shares held by them at any time and those Preferred Shares shall convert automatically on the date of such notice (the "**Conversion Date**"). The holder may in such notice state that the conversion of the relevant Preferred Shares into Ordinary Shares is conditional upon the occurrence of particular events (the "**Conditions**").
- 7.2 All of the Preferred Shares shall automatically convert into Ordinary Shares immediately upon the occurrence of a Qualifying IPO.
- 7.3 In the case of (i) Article 7.1, at least five Business Days after the Conversion Date or (ii) Article 7.2, at least five Business Days prior to the occurrence of the Qualifying IPO,

each holder of the relevant Preferred Shares shall deliver the certificate (or a suitable indemnity) in respect of the shares being converted for such shares to the Company at its registered office for the time being.

- 7.4 Where conversion is mandatory on the occurrence of a Qualifying IPO, that conversion will be effective only immediately prior to such Qualifying IPO (and the term "**Conversion Date**" shall be construed accordingly) and, if such Qualifying IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 7.1, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date, such conversion shall be deemed not to have occurred.
- 7.5 On the Conversion Date, the relevant Preferred Shares shall, without further authority than is contained in these Articles, stand converted into Ordinary Shares on the basis of one Ordinary Share for each Preferred Share held (the "**Conversion Ratio**") and the Ordinary Shares resulting from that conversion shall in all other respects rank *pari passu* with the existing issued Ordinary Shares.
- 7.6 The Company shall on the Conversion Date enter the holder of the converted Preferred Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares (and, if required, Deferred Shares) and, subject to the relevant holder delivering his certificate(s) (or indemnity) in respect of the Preferred Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Preferred Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 7.7 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:
- (a) if Preferred Shares remain capable of being converted into new Ordinary Shares and there is a consolidation and/or sub-division of Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Preferred Shares is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division; and/or
 - (b) if Preferred Shares remain capable of being converted into Ordinary Shares, on an allotment of fully-paid Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Preferred Shares is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue, provided always that any such adjustment of the Conversion Ratio for:
 - (i) the A Shares would not result in any EIS Reliefs previously claimed by The Mercia Fund being reduced or withdrawn; and/or

- (ii) the A2 Shares or A1 Shares would not result in any Northern VCT Investment not to be or cease to be a Qualifying Holding or the A2 Shares or A1 Shares held by the Northern VCTs not to, or cease to, constitute eligible shares as defined in s285(3A) ITA or there is a material risk that such provision will have such effect regarding the qualifying status of the investment by the Northern VCTs hereunder for VCT purposes under the ITA.

7.8 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 7.8, or if so requested by Investor Majority Consent, the Board shall refer the matter to the Auditors for determination who shall make available to all shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.

8 **Anti-Dilution Protection**

8.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Starting Price of the A1 Shares (a "**Qualifying A1 Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall, unless the A1 Majority shall have specifically waived the rights of all of the holders of A1 Shares, issue to each holder of A1 Shares (the "**Exercising A1 Investor**") a number of new A1 Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 8.3 (the "**Anti-Dilution A1 Shares**"):

Broad-Based Weighted Average Ratchet

$$N = \left(\left(\frac{SIP}{WA} \right) \times Z \right) - Z$$

Where:

N = Number of Anti-Dilution A1 Shares to be issued to the Exercising A1 Investor

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = Starting Price

ESC = the number of Equity Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Qualifying A1 Issue

QISP = the lowest per share price of the New Securities issued pursuant to the Qualifying A1 Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non cash consideration for the allotment of the New Security)

NS = the number of New Securities issued pursuant to the Qualifying A1 Issue

Z = the number of A1 Shares held by the Exercising A1 Investor prior to the Qualifying A1 Issue.

8.2 The Anti-Dilution A1 Shares shall:

8.2.1 be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising A1 Investors shall agree otherwise, in which event the Exercising A1 Investors shall be entitled to subscribe for the Anti-Dilution A1 Shares in cash at par and the entitlement of such Exercising A1 Investors to Anti-Dilution A1 Shares shall be increased by adjustment to the formula set out in Article 8.1 so that the Exercising A1 Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising A1 Investor as to the effect of Article 8.1 or this Article 8.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution A1 Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising A1 Investor; and

8.2.2 subject to the payment of any cash payable pursuant to Article 8.2.1 (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing A1 Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising A1 Investor and pursuant to Article 8.2.1.

8.3 If New Securities are issued by the Company at a price per New Security which equates to less than the Starting Price of the A2 Shares (a "**Qualifying A2 Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall, unless the A2 Majority shall have specifically waived the rights of all of the holders of A2 Shares, issue to each holder of A2 Shares (the "**Exercising A2 Investor**") a number of new A2 Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 8.3 (the "**Anti-Dilution A2 Shares**"):

Broad-Based Weighted Average Ratchet

$$N = \left(\left(\frac{SIP}{WA} \right) \times Z \right) - Z$$

Where:

N = Number of Anti-Dilution A2 Shares to be issued to the Exercising A2 Investor

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = Starting Price

ESC = the number of Equity Shares in issue plus the aggregate number of shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) in each case immediately prior to the Qualifying A2 Issue

QISP = the lowest per share price of the New Securities issued pursuant to the Qualifying A2 Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non cash consideration for the allotment of the New Security)

NS = the number of New Securities issued pursuant to the Qualifying A2 Issue

Z = the number of A2 Shares held by the Exercising A2 Investor prior to the Qualifying A2 Issue.

8.4 The Anti-Dilution A2 Shares shall:

- 8.4.1 be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising A2 Investors shall agree otherwise, in which event the Exercising A2 Investors shall be entitled to subscribe for the Anti-Dilution A2 Shares in cash at par and the entitlement of such Exercising A2 Investors to Anti-Dilution A2 Shares shall be increased by adjustment to the formula set out in Article 8.1 so that the Exercising A2 Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising A1 Investor as to the effect of Article 8.1 or this Article 8.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution A2 Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising A2 Investor; and
- 8.4.2 subject to the payment of any cash payable pursuant to Article 8.2.1 (if applicable), be issued, credited fully paid up in cash and shall rank pari

passu in all respects with the existing A2 Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising A2 Investor and pursuant to Article 8.2.1.

8.5 If an issue of New Securities constitutes a Qualifying A1 Issue and/or a Qualifying A2 Issue that requires the Company to issue additional A1 Shares pursuant to Article 8.1 and/or additional A2 Shares pursuant to Article 8.3 then, in respect of such relevant issues, the Company shall:

8.5.1 first, apply the provisions of Article 8.1 to calculate the number of additional A1 Shares required to be issued to the holders of A1 Shares, provided that for the purpose of such calculation, "NS" in Article 8.1 shall not include any of the additional Series A1 Shares required to be issued pursuant to Article 8.2; and

8.5.2 second, apply the provisions of Article 8.3 to calculate the number of additional A2 Shares required to be issued to the holders of A2 Shares, provided that for the purpose of such calculation, "NS" in Article 8.4 shall not include any of the additional A2 Shares required to be issued pursuant to Article 8.4.

8.6 In the event of any Bonus Issue or Reorganisation (other than a Bonus Issue or Reorganisation in which shares are issued as a result of events set out in Articles 3.6.2 or 3.6.3), the Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with Investor Majority Consent within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Investor Majority cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the shareholders. The costs of the Auditors shall be borne by the Company.

8.7 For the purposes of this Article 8 any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

9 Transfer of Shares - Transfer Procedure

9.1 Subject to Articles 4.6.1(iv), 9.11, 9.11 (Permitted Transfers), 11 (Compulsory Transfers), 12 (Co-sale), 13 (Drag Along) or 14 (Tag Along) any Ordinary Shareholder or Key Shareholder wishing to transfer their Shares (the "**Proposed Transferor**") shall give notice in writing (a "**transfer notice**") to the Company that he desires to transfer the same and specifying the price per Share at which he is willing to sell them. The transfer notice shall constitute the Company the agent of the Proposed Transferor for the sale of some or all of the Shares comprised in the transfer notice together with all rights then attached thereto to the Company, Employee Member and/or members of the Company (in the order and priority set out at Article 9.2) willing to purchase the

same ("**purchasing members**") at the price specified therein or, if no such price is specified, at the fair value agreed or certified in accordance with Article 9.3 and/or Article 11.2 (if appropriate). A transfer notice shall not be revocable except with the sanction of the directors given any time prior to completion of the transfer of the Shares in question, or unless notified in writing to the Company by the Proposed Transferor not more than three days following receipt by him of notice of the certified fair value of each Share (if relevant) provided such transfer notice has not been deemed to have been served pursuant to these Articles.

9.2 The Shares comprised in any transfer notice shall be offered in the following order of priority:

- (i) first, to the Company (and in the case of a Compulsory Event in circumstances where the Employee Member is required to transfer their shares, to be acquired under the purchase of own shares rules in accordance with the Acts and these Articles, provided always that any such purchase by the Company would not result in:
 - (A) any EIS Reliefs previously claimed by The Mercia Fund being reduced or withdrawn); and/or
 - (B) any Northern VCT Investment not to be or cease to be a Qualifying Holding or the A2 Shares or A1 Shares held by the Northern VCTs not to, or cease to, constitute eligible shares as defined in s285(3A) ITA or there is a material risk that such provision will have such effect regarding the qualifying status of the investment by the Northern VCTs hereunder for VCT purposes under the ITA.
- (ii) second, to the Preferred Shareholders, who shall apply in writing for the maximum number of Shares they wish to buy in proportion to the number of existing Preferred Shares held by them respectively, and the provisions of Articles 9.2.2 to 9.6 (inclusive) shall apply mutatis mutandis in respect to any offer notice circulated to the Preferred Shareholders and any acceptance of such offer notice by a Preferred Shareholder.

9.2.2 Any offer pursuant to Article 9.2(ii) shall be made by notice in writing (hereinafter called "**the offer notice**") immediately following the earlier of:

- (i) the expiry of 15 Business Days from the date of the transfer notice or deemed transfer notice;
- (ii) if appropriate, the date on which it becomes clear to the Board that the Company will not acquire such Shares; and
- (iii) if appropriate, the expiry of 10 Business Days from the date on which the sale price is agreed or certified in accordance with Article 9.3 and/or Article 11.2 (as appropriate).

9.2.3 The offer notice shall:

- (i) state the identity of the Proposed Transferor, the number and class of Shares comprised in the transfer notice and the price per Share specified in the transfer notice or agreed or certified in accordance with Article 9.3 and/or Article 11.2 (as appropriate) and inform the members that the Shares are offered to them in accordance with the provisions of this Article 9.2;
- (ii) contain a statement to the effect that the Shares are offered in the first instance in the proportion referred to in this Article 9.2 but go on to invite each such member to state in his reply whether he wishes to purchase more or less Shares than his proportionate entitlement and if so what number; and
- (iii) state the period in which the offer may be accepted (not being less than 14 days or more than 21 days after the date of the offer notice).

For the purpose of this Article an offer shall be deemed to be accepted (subject to revocation as provided in Article 9.1) on the day on which the acceptance is received by the Company and may, if so specified in the acceptance, be accepted by a member in respect of a lesser number of Shares than his full proportionate entitlement. Any Shares offered under this Article 9 to a Preferred Shareholder and the right to apply for Shares in excess of such Preferred Shareholder's proportionate entitlement may be accepted in full or part only by one or more persons to whom such Preferred Shareholder would be permitted to transfer its Shares pursuant Article 9.11.

- 9.3 If no price is specified in the transfer notice, then the sale price shall be agreed between the directors and the Proposed Transferor within 21 days after receipt of the transfer notice. If no such agreement is possible forthwith upon the expiry of such 21 day period the Company shall instruct the Auditors to certify the fair value of the Shares comprised in the transfer notice at the date of that notice and the costs of producing such certificate shall be apportioned among the Proposed Transferor and the purchasing members (but borne solely by the Proposed Transferor in the case of any revocation of a transfer notice) and borne by any one or more of them as the Auditors in their absolute discretion shall decide. In certifying the fair value as aforesaid no account shall be taken of the fact (if relevant) that the Shares in question constitute a minority holding. In certifying the fair value the Auditors shall be considered to be acting as expert and not as arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply.
- 9.4 If purchasing members shall be found for some or all of the Shares comprised in the transfer notice within the appropriate period specified in Article 9.2, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing ("**the sale notice**") to the Proposed Transferor specifying the purchasing members and the number of Shares to be purchased by each purchasing member and the Proposed Transferor shall be bound upon payment of the price due in respect of the relevant Shares comprised in the transfer notice to the Company on behalf of the Proposed Transferor to transfer the Shares to the purchasing members.
- 9.5 The Company shall be irrevocably authorised to appoint any person as agent to execute a transfer of such Shares on behalf of the Proposed Transferor in favour of the purchasing members and to do anything else that the purchasing members may

reasonably require to complete the sale, save that, in the case of a transfer notice which is not a deemed transfer notice only, such authority shall only apply in the event that the Proposed Transferor makes default in transferring any Shares after having become bound as set out at Article 9.4. The receipt by the Company of the purchase money shall be a good discharge to the purchasing members. The Company shall pay the purchase money into a separate bank account and shall hold the same on trust for the Proposed Transferor.

- 9.6 If the Company shall not have found purchasing members for all of the Shares comprised in the transfer notice within the appropriate period specified in Article 9.2, the Proposed Transferor shall, during the period of thirty days following the expiry of the appropriate period specified in Article 9.2, be at liberty to transfer all (but not some only) of the unsold Shares comprised in the transfer notice to any person or persons provided that the price per Share obtained upon such transfer shall in no circumstances be less than the price per Share specified in the transfer notice served in accordance with Article 9.1 or as agreed or certified in accordance with Article 9.3 and/or Article 11.2 (as appropriate) and the Proposed Transferor shall upon request furnish such information to the directors as they shall require in relation to the price per Share obtained as aforesaid. The directors may require to be satisfied that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied, may refuse to register the instrument of transfer.
- 9.7 Any transfer or purported transfer of a Share made by a Proposed Transferor otherwise than in accordance with the foregoing provisions of Articles 9.1 to 9.6 (inclusive), Articles 9.11, 9.11 (Permitted Transfers), 11 (Compulsory Transfers), 12 (Co-sale), 13 (Drag Along) or 14 (Tag Along) shall, unless the Investor Majority notifies the Board in writing otherwise within 2 days of the transfer or purported transfer, be null and void and of no effect.
- 9.8 If and when required by notice in writing by the holder or holders of (in aggregate) a majority of the other Equity Shares in the Company so to do ("**the transfer call notice**") a member who transfers or purports to transfer any Share in the Company in breach of the provisions of these Articles shall be bound to give a transfer notice in respect of the Shares which he has transferred or purported to transfer in breach of these Articles.

In the event of such member failing to serve a transfer notice within five days of the date of the transfer call notice such member shall be deemed to have given a transfer notice and to have specified therein as the price per Share the fair value of each Share to be agreed or certified in accordance with Article 9.3. The provisions of Articles 9.1 to 9.6 (inclusive) shall apply mutatis mutandis. A transfer notice given or deemed given under this Article 9.8 shall be irrevocable unless the directors give their consent to the contrary.

- 9.9 The directors may, in their absolute discretion, decline to register any transfer which would otherwise be permitted under the foregoing provisions of this Article 9 if:
- 9.9.1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - 9.9.2 the transfer is to an Employee Member or prospective Employee Member, who in the opinion of the Board is subject to taxation in the United

Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;

9.9.3 it is a transfer of a Share which is not fully paid and:

- (i) to a person of whom the directors do not approve; or
- (ii) on which Share the Company has a lien;

9.9.4 the transferee is a person (or a nominee for a person) who the Board (with Investor Director Consent) determine in their absolute discretion is a competitor (or an associate of such competitor) with the business of the Company or with a subsidiary undertaking of the Company;

9.9.5 the transfer is not lodged at the registered office or at such other place as the directors may appoint;

9.9.6 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;

9.9.7 the transfer is in respect of more than one class of Shares;

9.9.8 the transfer is in favour of more than four transferees; or

9.9.9 these Articles otherwise provide that such transfer shall not be registered.

The directors may not otherwise refuse to register a transfer of Shares made pursuant to Articles 9.1 to 9.6 (inclusive) and Articles 9.11, 10 (Permitted Transfers), 11 (Compulsory Transfers), 12 (Co-sale), 12 Drag Along) or 14 (Tag Along).

9.10 The directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Investment Agreement or any other shareholders' agreement or similar document in force between some or all of the shareholders and the Company in any 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 under any such agreement or other document) and if any condition is imposed in accordance with this Article 9.10 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

9.11 The provisions of Articles 9.1 to 9.9 (inclusive) may be waived in any particular case if (1) the Company and (2) the holders of at least a majority of the Preferred Shares (including with Investor Majority Consent) give their consent in writing.

10 Permitted Transfers

10.1 Subject to Article 4.6.1(iv) but notwithstanding any other provision of these Articles:

10.1.1 any member (being an individual) may at any time transfer all or any Shares held by him to a Privileged Relation;

- 10.1.2 any member (being an individual) may at any time transfer all or any Shares held by him to trustees to be held upon a Family Trust of which he is the settlor, provided always that the Board is satisfied:
- (i) with the terms of the trust instrument and in particular with the powers of the trustees;
 - (ii) with the identity of the proposed trustees;
 - (iii) the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - (iv) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 10.1.3 where any Shares are held by trustees upon a Family Trust:
- (i) on any change of trustees such Shares may be transferred to the new trustees of that Family Trust;
 - (ii) such Shares may be transferred at any time to the settlor or to another Family Trust of which he is the settlor or to any Privileged Relation of the settlor;
- 10.1.4 any member being a corporation may at any time transfer all (but save with the prior consent in writing of a majority of the directors, not some only) of the Shares held by it to:
- (i) any subsidiary of the member; or
 - (ii) any company of which the member is a subsidiary or any subsidiary of any such company;
- 10.1.5 any member may at any time transfer all or any Shares held by him to a bare nominee and such bare nominee may at any time transfer all or any Shares held by it to the original beneficial owner of such Shares or to any Privileged Relation or to any trustees of a Family Trust of such original owner of such Shares;
- 10.1.6 Mercia Investment Plan LP may at any time transfer all or any Shares held by it to:
- (i) any parent undertaking or ultimate parent undertaking of Mercia Investment Plan LP or Mercia (General Partner) Limited; or
 - (ii) any direct or indirect subsidiary undertaking of any such parent undertaking;
- and vice versa any Shares may be transferred by any of the persons in paragraphs (i) or (ii) to any person who falls in the categories set out in Article 10.1.6 above;

10.1.7 any member who is:

- (i) an Investment Manager;
- (ii) an Investment Fund; or
- (iii) a nominee of an Investment Manager or an Investment Fund

may transfer any Shares held by it to:

(A) where the member is an Investment Manager or nominee of an Investment Manager:

- 1) a nominee of such Investment Manager or to any new nominee of such Investment Manager;
- 2) any participant or partner in or member of any Investment Fund in respect of which the Shares are held (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course);
- 3) any Investment Fund whose business is managed by the Investment Manager who is or whose nominee is the transferor or any Investment Fund whose business is managed by a direct or indirect subsidiary undertaking or ultimate parent undertaking of such Investment Manager or by any other director or indirect subsidiary undertaking of any such ultimate parent undertaking; or
- 4) any other Investment Manager who manages the business of the Investment Fund in respect of which the Shares are held;

(B) where the member is an Investment Fund or nominee of an Investment Fund:

- 1) a nominee of such Investment Fund or to any new nominee of such Investment Fund;
- 2) any participant (directly or indirectly) or partner in or member of the Investment Fund which is or whose nominee is the transferor (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course);
- 3) any other Investment Fund whose business is managed by the same Investment Manager as manages the Investment Fund which is or whose nominee is the transferor or any other Investment

Fund whose business is managed by a direct or indirect subsidiary undertaking or ultimate parent undertaking of such Investment Manager or by any other director or indirect subsidiary undertaking of any such ultimate parent undertaking;

- 4) the Investment Manager who manages the business of the Investment Fund which is or whose nominee is the transferor; or
- 5) any ultimate parent undertaking of the Investment Manager who manages the business of the Investment Fund which is or whose nominee is the transferor and any direct or indirect subsidiary undertaking of any such ultimate parent undertaking,

and vice versa any Shares may be transferred by any of the persons in paragraphs (A) or (B) to any person who falls in the categories set out in Article 10.1.7 above;

10.1.8 any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by the Board (with Investor Director Consent); and

10.1.9 The UK FF may transfer the convertible loan held by it pursuant to the Future Fund Convertible Loan Agreement and/or any shares issued on conversion of such convertible loan in accordance with the terms of the Future Fund Convertible Loan Agreement, including, without limitation, in respect of any transfer to any Associated Government Entities, an Institutional Investor or pursuant to the Put Option (in each case, as defined in the Future Fund Convertible Loan Agreement),

and the directors shall, save as may be required by law, register any transfer to which this Article 10 applies.

11 Compulsory Transfers

11.1 Immediately following the occurrence of a Compulsory Event in respect of an Employee Member:

11.1.1 a transfer notice shall be deemed to have been given in respect of all of such Employee Member's Relevant Shares. For the avoidance of doubt, Article 11.1.1 shall not apply to any Protected Shares; and

11.1.2 all of such Employee Member's Relevant Shares shall automatically and without need for any further resolution of the directors or the shareholders have all voting rights suspended in respect of them (whether on a show of hands or a poll vote) and shall carry no entitlement for the holder thereof to:

- (i) receive notices of any general meetings of the Company or any separate meetings of the holders of a class of Shares;
- (ii) attend or speak at any general meetings of the Company or any separate meetings of the holders of a class of Shares; or

- (iii) receive, sign or vote in favour of or against any resolution proposed to be passed by way of written resolution of the Company or class consent,

save that:

- (A) if the automatic suspension of such rights would result in any EIS Reliefs previously claimed by The Mercia Fund being reduced or withdrawn, the voting rights attaching to some or all of such Relevant Shares shall be suspended at the sole discretion of The Mercia Fund; and
- (B) (unless such Relevant Shares have been converted into Deferred Shares such rights shall be automatically restored in respect of each such Relevant Share following the transfer (not being a Permitted Transfer) of such Relevant Share in accordance with these Articles or as otherwise additionally determined by The Mercia Fund.

11.2 Where there is a deemed transfer notice following a Compulsory Event, the sale price of the Relevant Shares the subject of such deemed transfer notice shall be the higher of:

11.2.1 fair value as agreed by the Board and the relevant Employee Member within 30 days of the happening of the relevant Compulsory Event; or

11.2.2 the price certified by the Auditors in accordance with Article 9.3.

11.3 Nothing in this Article 11 shall alter the existing terms of employment of an Employee Member in place at or prior to the Date of Adoption.

11.4 If a corporate member ceases to be within the control (as such term is defined by section 1124 Corporation Tax Act 2010) of the person(s) who controlled such company on the date on which it became a member of the Company or on the Date of Adoption (whichever shall be the later) it shall (unless otherwise with Investor Majority Consent) be deemed to have immediately given a transfer notice in respect of all the Shares as shall then be registered in its name; provided that this Article 11.4 shall have no application to the Preferred Shareholders or their respective Permitted Transferees.

11.5 If and whenever a Privileged Relation to whom Shares have been transferred ceases to be a Privileged Relation of the original shareholder who made the transfer, such Privileged Relation must within 15 Business Days of so ceasing execute and deliver to the Company a transfer of the Shares held by him to such original shareholder (or, to any Permitted Transferee of such original shareholder) for such consideration as may be agreed between them, failing which a transfer notice shall be deemed to have been given in respect of the relevant Shares by such Privileged Relation and such Shares may not otherwise be transferred.

11.6 If and whenever any Shares held by trustees upon a Family Trust cease to be so held upon a Family Trust (otherwise than in consequence of a transfer to the settlor, any Privileged Relation(s) of the settlor or any other Permitted Transfer) or there ceases to be any beneficiaries of the Family Trust other than a charity or charities (a "**Relevant Event**");

- 11.6.1 where the Shares are relevant Shares, the holders of such relevant Shares must within 15 Business Days of the Relevant Event execute and deliver to the Company a transfer of the relevant Shares held by them to the original shareholder (or, to any Permitted Transferee of such original shareholder) for such consideration as may be agreed between them, failing which a transfer notice shall be deemed to have been given in respect of the relevant Shares by such holders and such relevant Shares may not otherwise be transferred; or
- 11.6.2 where the Shares are not Relevant Shares (and, for the avoidance of doubt, the trustees were the original holders of such Shares), a transfer notice shall be deemed to have been given in respect of such Shares by the holders thereof and such Shares may not otherwise be transferred.
- 11.7 For the purposes of Articles 11.5 and 11.6 the expression "**relevant Shares**" means and includes the Shares originally transferred to the trustees or Privileged Relation(s) and any additional Shares issued or transferred to the trustees or Privileged Relation(s) by virtue of the holding of the relevant Shares or any of them.

12 Co-Sale Right

- 12.1 No transfer (other than a Permitted Transfer) of any of the Ordinary Shares may be registered unless an Ordinary Shareholder (a "**Selling Member**") shall have observed the following procedures of this Article 12.
- 12.2 After the Selling Member has gone through the pre-emption process set out in Article 9 (where applicable), the Selling Member shall give to each holder of A+ Shares not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:
- 12.2.1 the identity of the proposed purchaser (the "**Buyer**");
- 12.2.2 the price per share which the Buyer is proposing to pay;
- 12.2.3 the manner in which the consideration is to be paid;
- 12.2.4 the number of Ordinary Shares which the Selling Member proposes to sell; and
- 12.2.5 the address where the counter-notice should be sent.

For the purposes of this Article 12, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Selling Member were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Article 4.

- 12.3 Each holder of A+ Shares shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Member that they wish to sell a certain number of A+ Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of A+ Shares which such holder of A+ Shares wishes

to sell. The maximum number of A+ Shares which such holder can sell under this procedure shall be:

$$\left(\frac{X}{Y} \right) \times Z$$

where:

- X is the number of A+ Shares held by the holder of A+ Shares;
- Y is (i) the aggregate of the total number of A+ Shares held by each holder of A+ Shares who wishes to sell shares pursuant to this Article 12.3, plus (ii) the total number of Ordinary Shares owned by the Selling Member;
- Z is the number of Ordinary Shares the Selling Member proposes to sell.

Any holder of A+ Shares who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no A+ Shares.

- 12.4 Following the expiry of five Business Days from the date the holder of A+ Shares receives the Co-Sale Notice, the Selling Member shall be entitled to sell to the Buyer (on the terms notified to the holders of A+ Shares) a number of Ordinary Shares not exceeding the number specified in the Co-Sale Notice (less any A+ Shares which holders of A+ Shares have indicated they wish to sell), provided that at the same time the Buyer (or another person) purchases from the holders of A+ Shares the number of A+ Shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Member from the Buyer.
- 12.5 No sale by the Selling Member shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 12.6 Sales made under a Co-Sale Notice in accordance with this Article 12 shall not be subject to Article 9.

13 Drag Along

- 13.1 If (i) the holders of more than 75% of the Equity Shares in issue for the time being (to include an Investor Majority) or (ii) a Relevant Majority (with approval of the Board) (the "**Selling Shareholders**") wish to transfer all of their interest in Shares ("**Sellers' Shares**") to a Proposed Buyer, the Selling Shareholders have the option to require all the other holders of Shares ("**Called Shareholders**") to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer directs) ("**Drag Purchaser**") in accordance with the provisions of this Article ("**Drag Along Option**").
- 13.2 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:
- 13.2.1 that the Called Shareholders are required to transfer all their Shares ("**Called Shares**") pursuant to this Article 11;
- 13.2.2 the person to whom the Called Shares are to be transferred in accordance with Article 13.1;

- 13.2.3 the consideration (which may be cash or non-cash consideration or a combination of both and which shall be calculated or determined payable for the Called Shares calculated in accordance with Article 13.4);
- 13.2.4 the proposed date of the transfer; and
- 13.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale ("**Sale Agreement**"),

(and, in the case of Articles 13.2.2 to 13.2.4 above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.

- 13.3 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 Drag Purchaser within 35 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.
- 13.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Article 4.5 ("**Drag Consideration**"). Where the consideration (or any part thereof) is non-cash consideration, any valuation of such consideration applicable to the consideration payable to the Selling Shareholders shall also be applicable to the consideration payable to the Called Shareholders. The Drag Consideration may be subject to adjustment (on the basis of completion accounts or another similar mechanisms) on the same terms as the consideration payable to the Selling Shareholders.
- 13.5 If any shareholders are given an option as to the form of consideration to be received for any of their Shares, all shareholders will be given the same option. Notwithstanding the above, but subject always to Article 13.4, any Founder or Employee that holds Shares (whether a Selling Shareholder or a Called Shareholder) may be offered a different form of consideration to other shareholders.
- 13.6 In respect of a transaction that is the subject of a Drag Along Notice and with respect to any Drag Document, a Called Shareholder shall only be obliged to undertake to transfer his Called Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into a Drag Document and the full title guarantee of the Called Shares held by such Called Shareholder, and:
 - 13.6.1 may be required to accept that some or all of the Drag Consideration will be paid as deferred consideration, provided that the Called Shareholders shall receive any Drag Consideration due to them no later than the Selling Shareholders;

- 13.6.2 may be required to make a contribution towards any escrow, retention of consideration or similar arrangement on the same basis as the Selling Shareholders, on a pro-rata basis to their respective entitlement to the Drag Consideration;
- 13.6.3 shall be required to provide representations and warranties related to capacity, authority, ownership and the ability to convey title to the Called Shares, including, but not limited to, representations and warranties that the Called Shareholder holds all right, title and interest in and to the Called Shares such Called Shareholder purports to hold, free and clear of all encumbrances, on a several and not joint basis with any other person;
- 13.6.4 shall not be required to give any other warranties or indemnities unless and to the extent that:
- (i) the Selling Shareholders give the same warranties or indemnities (as the case may be);
 - (ii) liability in respect of such warranties and/or indemnities is shared between all Shareholders pro-rata in proportion to, and does not exceed, their entitlement to the Drag Consideration; and
 - (iii) the overall liability of each Shareholder in respect of such warranties and indemnities is capped at an amount not exceeding the value of the Drag Consideration received or receivable by such Shareholder (except with respect to claims related to fraud by such Shareholder, the liability for which shall be unlimited);
- 13.6.5 no Called Shareholder shall be liable for the inaccuracy of any representation or warranty made by any other person in connection with the Drag-Along Sale, other than the Company, except to the extent that funds may be paid out of an escrow established to cover, or a holdback of the purchase monies in respect of, breach of representations, warranties and covenants of the Company.
- 13.7 Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the “**Drag Completion Date**”), each Called Shareholder shall deliver:
- 13.7.1 duly executed stock transfer form(s) for its Called Shares in favour of the Drag Purchaser;
 - 13.7.2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
 - 13.7.3 a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the “**Drag Documents**”).
- 13.8 On the Drag Completion Date, the Company shall:
- 13.8.1 pay or otherwise deliver or make available to each of the Called Shareholders, on behalf of the Drag Purchaser, the Drag Consideration

they are due to the extent that the Drag Purchaser has put the Company in the requisite funds (less any amount to be deducted or retained pursuant to this Article or pursuant to any Sale Agreement, including in respect of transaction fees and expenses); and/or

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

The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

- 13.9 To the extent that the Drag Purchaser has not, on the Drag Completion Date, put the Company in funds to pay the Drag Consideration due, or, in the case of any non-cash consideration, to the extent the Drag Purchaser has not made available or settled such non-cash consideration or satisfied the Board that the Drag Purchaser is in a position to issue, pay, transfer or otherwise settle such non-cash consideration the Called Shareholders shall be entitled to the return of the Drag Documents in respect of the relevant Called Shares and the Called Shareholders shall have no further obligations under this Article 13 in respect of their Called Shares.
- 13.10 If any Called Shareholder fails to deliver the Drag Documents for his Called Shares by the Drag Completion Date, the defaulting Called Shareholder shall be deemed to have irrevocably appointed the Company and each director to be his agent and on his behalf to take such actions and enter into any Drag Documents or such other agreements or documents as are necessary to effect the transfer of such Called Shareholder's Called Shares pursuant to this Article 13 and the directors shall, if requested by the Drag Purchaser, authorise any director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Called Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him. After the Drag Purchaser Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of shares under this Article 13, and in the case of any non-cash consideration.
- 13.11 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 9.
- 13.12 Following the issue of a Drag Along Notice, on any person becoming a shareholder of the Company pursuant to the exercise of a pre-existing option or warrant to acquire Shares or on the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New

Shareholder shall then be bound to sell and transfer all Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 13 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

- 13.13 In the event that an Asset Sale is approved by the Board and the holders of more than 75% of the Equity Shares in issue for the time being (which must include Investor Majority Consent) or a Relevant Majority (with approval of the Board), such consenting shareholders shall have the right, by notice in writing to all other shareholders, to require such shareholders to take any and all such actions as it may be necessary for shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the proceeds from such Asset Sale being distributed to shareholders in accordance with the provisions of Article 4.4. If any Shareholder fails to take any actions that may be necessary to give effect to or otherwise implement such Asset Sale, such shareholder shall be deemed to have irrevocably appointed the Company and each director to be his agent and on his behalf to take such actions and enter into any agreements or documents as are necessary to effect the Asset Sale pursuant to this Article 13.13.
- 13.14 In the event that an IPO is approved by the Board and the holders of more than 75% of the Equity Shares in issue for the time being (which must include Investor Majority Consent) or a Relevant Majority (with approval of the Board), such consenting shareholders shall have the right, by notice in writing to all other shareholders, to require such shareholders to take any and all such actions as it may be necessary for shareholders to take in order to give effect to or otherwise implement such IPO. If any Shareholder fails to any actions that may be necessary to give effect to or otherwise implement such IPO, such shareholder shall be deemed to have irrevocably appointed the Company and each director to be his agent and on his behalf to take such actions and enter into any agreements or documents as are necessary to effect the IPO pursuant to this Article 13.14.

14 Tag Along

- 14.1 Except in the case of Permitted Transfers, transfers pursuant to Article 11 or where a Drag Along Notice has been served pursuant to Article 13 in relation to the relevant sale or transfer, after going through the pre-emption procedure in Article 9, the provisions of Article 14.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Buyer (and any person connected (as defined in section 1122 of the Corporation Tax Act 2010) to the Proposed Buyer or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 14.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Buyer of an offer (the "**Offer**") to the other shareholders to acquire all of the Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 14.7).
- 14.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 10 Business Days (the "**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Buyer, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of

Shares proposed to be purchased by the Proposed Buyer (the "**Proposed Sale Shares**").

- 14.4 If any other holder of Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 14.5 If the Offer is accepted by any shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 14.6 The Proposed Transfer is subject to the pre-emption provisions of Article 9 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 9.
- 14.7 For the purpose of this Article the expression "**Specified Price**" shall mean:
- 14.7.1 the consideration (in cash or otherwise) per Share equal to that offered or paid or payable by the Proposed Buyer or his or their nominees for the Shares of the relevant class being acquired, plus
 - 14.7.2 the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other Shares of the relevant class by the Proposed Buyer or any other person Acting in Concert with the him which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Shares, plus all arrears and accruals of the dividends on such Share calculated down to the date of the sale or transfer,
- provided that the total consideration paid by the Proposed Buyer in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Article 4.5.
- 14.8 In the event of disagreement the calculation of the Specified Price shall be referred to the Auditors for determination whose decision shall be final and binding. If the Investor Majority reasonably consider that the Proposed Transfer is not bona fide arm's length and representing a reasonable market value for the Shares, the Specified Price shall be an amount determined by the Auditors as being a fair value for such Shares in accordance (mutatis mutandis) with the provisions of Article 9.3.
- 14.9 If any part of the Specified Price is to be paid except by cash then a Preferred Shareholder may, at its option, elect to take a price per Share of such cash sum as may be agreed by it and the Proposed Buyer having regard to the transaction as a whole.

15 General Meetings

- 15.1 The directors may call general meetings and, on the requisition of members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with the provisions of CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting any director or any member of the Company may call a general meeting.

16 Notice of General Meetings

- 16.1 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the Shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted at the meeting and shall include details of the right to appoint a proxy. Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to all the members, to all persons entitled to a Share in consequence of the death or bankruptcy of a member and to the directors and Auditors.

- 16.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

17 Proceedings at General Meetings

- 17.1 No business shall be transacted at any meeting unless a quorum is present, including holders of a majority of the then outstanding A2 Shares and A1 Shares. Three persons, of which one must a Preferred Shareholder, entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

- 17.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

- 17.3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

- 17.4 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

- 17.5 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of Shares in the Company.

- 17.6 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least five clear Business Days' notice shall be given specifying the time and place

of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

- 17.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of CA 2006, a poll may be demanded:

17.7.1 by the chairman; or

17.7.2 by at least two members having the right to vote at the meeting; or

17.7.3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

17.7.4 by a member or members holding Shares conferring a right to vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right,

and a demand by a person as proxy for a member shall be the same as a demand by the member.

- 17.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 17.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

- 17.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 17.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.

- 17.12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 17.13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least five clear Business Days' notice shall be given specifying the time and place at which the poll is to be taken.

18 Votes of Members

18.1 Subject to any rights or restrictions for the time being attached to any class or classes of Shares and subject to Article 11.1.2, on a show of hands every member entitled to vote who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a corporate body) is present by a representative or proxy (not being himself a member entitled to vote) shall have one vote and on a poll each such member so present shall have one vote for each Equity Share of which he is the holder PROVIDED ALWAYS THAT at any time the aggregate voting rights exercisable by The Mercia Fund and any other shareholder that is connected (as defined in section 1122 of the Corporation Tax Act 2010) to any or all of The Mercia Fund and/or The Mercia Fund General Partner shall not exceed 49.99% of the total voting rights in the Company and PROVIDED ALWAYS THAT at any time the aggregate voting rights exercisable by each of (i) Northern VCTs or any other shareholder that is connected (as defined in section 1122 of the Corporation Tax Act 2010) to Northern VCTs, or (ii) Origin or any other shareholder that is connected (as defined in section 1122 of the Corporation Tax Act 2010) to Origin, shall not exceed 49.99% of the total voting rights in the Company.

18.2 No voting rights attached to a share which is nil paid or partly paid may be exercised:

18.2.1 at any general meeting or separate meeting of the holders of a class of shares, at any adjournment of any such meeting or at any poll called at or in relation to any such meeting; or

18.2.2 on any proposed written resolution or separate class consent,

unless all of the amounts payable to the Company in respect of that share have been paid.

18.3 A member shall not be entitled to appoint more than one proxy to attend on the same occasion. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.

18.4 Proxies

18.4.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

18.4.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

19 Alternate Directors

19.1 Appointment and removal of alternate directors

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

- (i) exercise that director's powers; and
- (ii) carry out that director's responsibilities

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

19.1.2 Any appointment or removal of an alternate is conditional upon the prior written approval by the Board of their identity and must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

19.1.3 The notice must:

- (i) identify the proposed alternate; and
- (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

19.2 Rights and responsibilities of alternate directors

19.2.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor(s).

19.2.2 Except as the Articles specify otherwise, alternate directors:

- (i) are deemed for all purposes to be directors;
- (ii) are liable for their own acts and omissions;
- (iii) are subject to the same restrictions as their appointors; and
- (iv) are not deemed to be agents of or for their appointors

and, in particular, each alternate director shall be entitled to receive notice of all meetings of directors (but not meetings of committees of directors) of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him).

19.2.3 A person who is an alternate director but not, in the absence of such appointment, a director:

- (i) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- (ii) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
- (iii) shall not be counted as more than one director for the purposes of Articles 19.2.3(i) and 19.2.3(ii).

- 19.2.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 19.2.5 An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

19.3 Termination of alternate directorship

19.3.1 An alternate director's appointment as an alternate terminates:

- (i) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (ii) 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;
- (iii) on the death of the alternate's appointor; or
- (iv) when the alternate's appointor's appointment as a director terminates.

19.4 A director may not appoint any person to be an alternate director in respect of any committee of the directors.

20 Appointment of Directors

- 20.1 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, subject to the provisions of this Article 20 and the appointment rights described herein and provided that no vacancy shall be filled if the result of filling such vacancy would prohibit a person from exercising his rights pursuant to Articles 20.1 to Article 20.8 (inclusive).
- 20.2 For so long as Origin (and any of its Permitted Transferees) holds any Equity Shares it shall be entitled at any time and from time to time by the delivery of a written notice to the Company to appoint one person as a non-executive director of the Company (the "**Origin Director**"), and if appointed, Origin (and not withstanding anything to the contrary contained herein, only Origin) shall be entitled to remove such persons from office by giving written notice of such to the Company.
- 20.3 For so long as The Mercia Fund (and any of its Permitted Transferees) holds any Equity Shares it shall be entitled at any time and from time to time by the delivery of a written notice to the Company to appoint one person as a non-executive director of the Company (the "**Fund Director**") and if appointed, The Mercia Fund (and not withstanding anything to the contrary contained herein, only The Mercia Fund) shall be entitled to remove such persons from office by giving written notice of such to the Company.
- 20.4 Subject to Investor Majority Consent (which consent shall not be unreasonably withheld), for so long as the Business Angels (and any of their respective Permitted Transferees) collectively hold at least 20% in nominal value of the fully-diluted share capital of the Company, they shall be entitled (acting by a majority of shares held between them) at any time and from time to time by the delivery of a written notice to the Company to appoint one person as a non-executive director of the Company (the "**BA Director**"). The Business Angels (and not withstanding anything to the contrary contained herein, only Business Angels) (acting by a majority) shall be entitled to remove such person from office by giving written notice of such to the Company.
- 20.5 The Ordinary Majority shall be entitled at any time and from time to time by the delivery of a written notice to the Company to appoint one person as a director of the Company, and such person should they be appointed shall be deemed to be the chief executive officer of the Company (the "**OM Director**"). The Ordinary Majority shall be entitled to remove such person from office by giving written notice of such to the Company.
- 20.6 The Key Shareholders shall be entitled at any time and from time to time by the delivery of a written notice to the Company to appoint one person as a director of the Company (the "**KS Director**"). The Key Shareholders (and not withstanding anything to the contrary contained herein, only the Key Shareholders) shall be entitled to remove such person from office by giving written notice of such to the Company.
- 20.7 For so long as the Northern VCTs (and any of its Permitted Transferees) hold any Equity Shares and for so long as MFM (or any of its Permitted Transferees) is the fund manager of the Northern VCTs, MFM shall be entitled at any time and from time to time by the delivery of a written notice to the Company to appoint a representative to attend as an observer at each and any meeting of the Board ("Northern VCT Observer"). In the event that the Northern VCTs hold any Equity Shares and MFM ceases to be the fund manager of the Northern VCTs, the Northern VCTs or their successor fund manager shall be entitled to appoint one person as a director of the

Company (the "Northern VCT Director") in addition to the Northern VCT Observer. If appointed, MFM (or their successor) or the Northern VCTs, as relevant, shall be entitled to remove such persons from office by giving written notice of such to the Company.

- 20.8 The Ordinary Majority and the Investor Majority (acting together) shall, acting reasonably, be entitled to appoint to the Board two suitable candidate(s) to act as non-executive directors of the Board, taking into account such non-executive directors' merits, credentials and suitability to the Company, on such terms as are determined by the Board (each an "Independent Non-Executive Director" and together the "Independent Non-Executive Directors"), (and notwithstanding anything to the contrary contained herein, only the Ordinary Majority and the Investor Majority (acting together) shall be entitled to remove such person from office by giving written notice of such to the Company)
- 20.9 If, immediately following and as a result of the death of a member, the Company has no members and if at that time it has no directors, the personal representatives of the deceased member may appoint any person to be a director and the director who is appointed will have the same rights and be subject to the same duties and obligations as if appointed by ordinary resolution in accordance with Article 20.6. If two members die in circumstances rendering it uncertain which of them survived the other, such deaths shall, for the purposes of this Article, be deemed to have occurred in order of seniority and accordingly the younger shall be deemed to have survived the elder.
- 20.10 The Company shall pay to the Investor Directors and the BA Director (if appointed) and the Northern VCT Observer (only in the case where the Northern VCT Director has not been appointed) all reasonable out-of-pocket travel expenses (including VAT thereon, where applicable, and upon provision of receipts, where reasonably obtainable) incurred in connection with the performance of his duties on behalf of the Company and their attendance at Board meetings.
- 20.11 Unless otherwise agreed with Investor Majority Consent, the maximum number of directors shall be 7 for the time being.
- 20.12 In respect of any actions or matters requiring the acceptance, approval, agreement or consent or words having similar effect of Investor Director Consent under these Articles, if at any time there is no Investor Director appointed, Investor Majority Consent shall be required.
- 20.13 Any reference to Investor Director Consent or generally to the acceptance, approval, agreement or consent of the Investor Directors or words having similar effect shall be deemed to be a reference to his acceptance, approval, agreement or consent in writing or to his vote in favour of a resolution in respect of the matter concerned at a duly convened and quorate meeting of the Board, such vote being recorded in minutes of the meeting of the Board which are subsequently approved in writing by one of the Investor Directors.

21 Termination of Director's Appointment

- 21.1 A person ceases to be a director as soon as:

21.1.1 he ceases to be a director by virtue of any provision of CA 2006 or these Articles or he becomes prohibited by law from being a director;

- 21.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 21.1.3 he is, or may be, suffering from mental disorder and 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; or
- 21.1.4 he resigns his office by notice to the Company;
- 21.1.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
- 21.1.6 in the case of a director, other than the Fund Director:
 - (i) he is convicted of a criminal offence (other than a minor motoring offence) and the directors resolve that his office be vacated; or
 - (ii) a majority of his co-directors (including the Fund Director) serve notice on him in writing, removing him from office.

22 Gratuities and Pensions

- 22.1 The directors may exercise any powers of the Company to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in section 1151(3) CA 2006) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

23 Proceedings of the Directors

- 23.1 Subject to the provisions of CA 2006, and provided that he has disclosed to the directors the nature and extent of any interest of his (unless the circumstances referred to in sections 177(5), 177(6), 182(5) or 182(6) CA 2006 apply, in which case no disclosure is required), a director notwithstanding his office:
 - 23.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
 - 23.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
 - 23.1.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
 - 23.1.4 shall not, by reason of his office, be accountable to the Company for any remuneration or benefit which he derives from any office, service or employment or from any transaction or arrangement or from any interest in

any body corporate which he is permitted to hold or enter into by virtue of Articles 23.1.1, 23.1.2 or 23.1.3 and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit nor shall the receipt of any such remuneration or benefit constitute a breach of section 176 CA 2006; and

- 23.1.5 shall, subject to Articles 23.3 and 23.8, be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 23.1.1 to 23.1.4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

23.2 For the purposes of Article 23.1:

- 23.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 23.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 23.2.3 an interest of a person who is for any purpose of CA 2006 (excluding any statutory modification not in force when these Articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 23.3 The directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 CA 2006 to avoid conflicts of interest ("**Conflict Situation**"). For the purposes of these Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

23.3.1 Any authorisation under this Article will be effective only if:

- (i) the matter in question shall have been proposed by any director for consideration at a meeting of directors 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; and
- (ii) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
- (iii) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

23.4 Any authorisation of a Conflict Situation under Article 23.3 may (whether at the time of giving the authorisation or subsequently):

23.4.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised; and/or

23.4.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and/or

23.4.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

23.5 Notwithstanding the other provisions of this Article 23, it shall not (save with Investor Director Consent) be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) CA 2006, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 23.7.

23.6 Subject to Article 23.7, in authorising a Conflict Situation the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict Situation otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

23.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; and/or

23.6.2 use or apply any such information in performing his duties as a director

where to do so would amount to a breach of that confidence.

23.7 Where such duty of confidentiality referred to in Article 23.6 arises out of a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 23.6 shall apply only if the conflict arises out of a matter which falls within Article 23.1 or Article 23.11 or has been authorised under section 175(5)(a) CA 2006.

23.8 Where the directors authorise a Conflict Situation they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

23.8.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict Situation; and/or

23.8.2 is not given any documents or other information relating to the Conflict Situation; and/or

23.8.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict Situation.

23.9 Where the directors authorise a Conflict Situation:

- 23.9.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict Situation; and
- 23.9.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 CA 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 23.10 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 Situation 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.
- 23.11 For the purposes of sections 175 and 180(4) CA 2006 and for all other purposes, it is acknowledged that an Investor Director may be or become subject to a Conflict Situation or Conflict Situations as a result of his also being or having been party to an agreement or arrangement or understanding or circumstance under which he may become an employee, director, trustee, member, partner, officer, nominee, attorney or representative of, or a Consultant to, or a direct or indirect investor in and/or otherwise commercially involved with or economically interested in any of the following:
- 23.11.1 The Investor; and/or
- 23.11.2 any "**Investor Affiliate**", which for these purposes means any person who or which, as regards the Investor or any other Investor Affiliate of the Investor:
- (i) is a holding company of that company, or a wholly owned subsidiary of the company or of any such holding company;
 - (ii) is its Investment Manager or investment advisor;
 - (iii) is a person in which it may have or acquire a direct or indirect economic interest as part of any portfolio investment;
 - (iv) controls or is controlled, managed advised (in an investment advisor capacity) or promoted by it; and/or
 - (v) is a trustee, manager, beneficiary, shareholder, partner, unitholder or other financier or any participant in or of it; and/or
- 23.11.3 any carried interest or incentive arrangement associated with any person or arrangement referred to in paragraphs 23.11.2(i) to 23.11.2(v) inclusive above.
- 23.12 An Investor Director's duties to the Company arising from him holding office as director shall not be breached or infringed as a result of any Conflict Situation envisaged by Article 23.11 having arisen or existing in relation to him and he shall not be held accountable to the Company for any benefit he directly or indirectly derives from his involvement with any person or entity referred to in Articles 23.11.1 or 23.11.2

irrespective of whether the activities of such person or entity are or may become competitive with those of the Company and/or any of its subsidiaries.

- 23.13 Any director including an alternate director may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and CA 2006, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 23.14 Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.
- 23.15 Any remuneration committee constituted by the Company shall comprise only of non-executive directors and shall include two of the Investor Directors (one of which will be the Fund Director) and one of the Independent Directors.
- 23.16 The quorum for the transaction of the business of the directors shall be three eligible directors of whom one must be an Investor Director (if so appointed). A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If such a quorum is not present within an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine and if at the adjourned meeting a quorum is not present within an hour then the quorum for such meeting shall be those directors present.
- 23.17 For the purposes of any meeting (or part of a meeting) held pursuant to Article 23.3 to authorise a director's conflict, if there are only two eligible directors in office other than the conflicted director(s), then the quorum for such meeting (or part of a meeting) shall be two eligible directors (of which at least one must be an Investor Director (if so appointed and if not conflicted)).
- 23.18 If the number of votes for and against a proposal at a meeting of the directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.
- 23.19 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.

24 Means of Communication

- 24.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 24.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 24 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United

Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- 24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address including being left in a letter box at the appropriate address;
- 24.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 24.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

- 24.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by CA 2006.

25 Indemnity

- 25.1 Subject to the provisions of, and so far as may be consistent with, the Acts, but without prejudice to any indemnity to which a relevant officer may be otherwise entitled, the Company shall indemnify every relevant officer 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 and/or the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office, including (without prejudice to the generality of the foregoing) any liability incurred by him in relation to any proceedings, whether civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as a relevant officer PROVIDED that in the case of any director, any such indemnity shall not apply to any liability of that director:

25.1.1 to the Company or to any of its associated companies;

25.1.2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

25.1.3 incurred:

- (i) in defending any criminal proceedings in which he is convicted or any civil proceedings brought by the Company or any of its associated companies in which judgment is given against him; or
- (ii) in connection with any application under any statute for relief from liability in respect of any such act or omission in which the court refuses to grant him relief,

in each case where the conviction, judgment or refusal by the court is final within the meaning stated in section 234 CA 2006.

26 Insurance

- 26.1 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.
- 26.2 The directors may authorise the directors of other members of the Group to purchase and maintain insurance at the expense of the Company for the benefit of any relevant officer of such company in respect of any relevant loss.
- 26.3 In this Article 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.

27 Data Protection

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