

Company number 08346380
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
STREETHUB LTD (the "Company")

28 August 2013

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the below resolution be passed as a special resolution

SPECIAL RESOLUTION

- 1 THAT the existing articles of association of the Company be replaced with the draft articles of association attached hereto as Exhibit 1

AGREEMENT

The undersigned, the only persons entitled to vote on the above resolutions on 28 August 2013, hereby irrevocably agree to the Resolutions

Signed by **MANDEEP SINGH**
Date 29/08/13

Signed by **MAXIM BERGLUND**
Date 29/08/13

Signed by **ALEXIS LOIZOU**
Date 29/08/13

Signed by **TOBIN IRELAND**, for and on behalf
of **TT PARTNERSHIP HOLDINGS LIMITED**
Date

WEDNESDAY



A24 *A2G7QX83* #247
04/09/2013
COMPANIES HOUSE

ARTICLES OF ASSOCIATION
OF
STREETHUB LTD

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

1.1 In the articles, unless the context requires otherwise—

"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),

"articles" means the company's articles of association,

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"Board" means the board of directors of the Company,

"Business Day" means a day (other than a Saturday, Sunday or public holiday in the United Kingdom) when banks in the City of London are generally open business,

"chairman" has the meaning given in article 11,

"chairman of the meeting" has the meaning given in article 36,

"Civil Partner" means in relation to an individual Shareholder, a civil partner as defined in the Civil Partnerships Act 2004,

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,

"Death Transfer" means the transfer of a Founder's shares to his beneficiary under his will upon his death,

"Deemed Transfer Notice" means a Transfer Notice prompted by a failure to comply with the provisions of article 26.2 or article 26.3

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called,

"distribution recipient" has the meaning given in article 30,

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"electronic form" has the meaning given in section 1168 of the Companies Act 2006,

"Founders" means each of Mandeep Singh, Maxim Berglund and Alexis Loizou,

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company,

"Group" the Company and its Subsidiaries (if any) from time to time. References to a **"Group Company"** are to any one or more of those companies,

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006,

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares,

"instrument" means a document in hard copy form,

"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 any such parent undertaking,

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006,

"paid" means paid or credited as paid,

"participate" means in relation to a directors' meeting, has the meaning given in article 9,

"Permitted Transfer" means a transfer of Shares in accordance with article 26,

"Permitted Transferee" means in relation to a Shareholder

(a) who is an individual, to any of his direct family relations namely his parents, grandparents, children and grandchildren, spouse, partner, or Civil Partner,

(b) that is an undertaking (as defined in section 1161(1) of the 2006 Act), to any Member of the same Group

"proxy notice" has the meaning given in article 43,

"shareholder" means a person who is the holder of a share,

"shares" means shares in the company,

"special resolution" has the meaning given in section 283 of the Companies Act 2006,

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006,

"transferee" means the person who has received a transfer,

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law, and

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

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

2. LIABILITY OF MEMBERS

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

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. DIRECTORS' GENERAL AUTHORITY

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

4. SHAREHOLDERS' RESERVE POWER

4 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action

4 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

5. DIRECTORS MAY DELEGATE

5 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they think fit

5 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

5 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

6. COMMITTEES

6 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

6 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

7 1 The general rule about decision-making by directors is that any decision of the directors must be with at least a simple majority decision at a meeting

7 2 If—

- (a) the company only has one director, and
- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making

8. CALLING A DIRECTORS' MEETING

8 1 At least three days' written notice shall be given to each of the members of the Board of any meeting of the Board, provided that a shorter period of notice may be given with the written approval of each director. Any such notice shall include an agenda identifying in reasonable detail the matters to be discussed at the meeting and shall be accompanied by copies of any relevant papers to be discussed at the meeting. Any matter which is to be submitted to the Board for a decision which is not identified in reasonable detail in the notice shall not be decided upon, unless otherwise agreed in writing by each director

8 2 Notice of any directors' meeting must indicate—

- (a) its proposed date and time,
- (b) where it is to take place, and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

8 3 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

9. PARTICIPATION IN DIRECTORS' MEETINGS

9 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 9 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 9 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is
- 10. QUORUM FOR DIRECTORS' MEETINGS**
- 10 1 The quorum for the transaction of business at any meeting of the Board shall be two directors. If such a quorum is not present within 30 minutes of the time appointed for the meeting or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same time on the day falling seven Business Days after the date of the original meeting (the "**Reconstituted Meeting**"). If at the Reconstituted Meeting, a quorum is not present within 30 minutes from the time appointed for the meeting, or if during the Reconstituted Meeting such a quorum ceases to be present, the quorum for such Reconstituted Meeting shall be one director
- 10 2 A director shall be regarded as being present for the purposes of a quorum if present in person or represented by an alternate director. A director shall be permitted to attend in person, by telephone, video conference or electronic internet calling system so long as each director present at the relevant board meeting can clearly hear each of the other directors
- 11. CHAIRING OF DIRECTORS' MEETING**
- 11 1 The directors may appoint a director to chair their meetings
- 11 2 The person so appointed for the time being is known as the chairman
- 11 3 The directors may terminate the chairman's appointment at any time
- 11 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

12 CASTING VOTE

12 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote

12 2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

13. CONFLICTS OF INTEREST

13 1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes

13 2 But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes

13 3 This paragraph applies when the director has declared his any conflict and/or his interest in the relevant decision to be considered by the board to the board of directors of the Company

13 4 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

13 5 Subject to paragraph (6), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

13 6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

14 RECORDS OF DECISIONS TO BE KEPT

14 1 The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

15. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 15 1 Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

APPOINTMENT OF DIRECTORS

16. METHODS OF APPOINTING DIRECTORS

- 16 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors

- 16 2 In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director

- 16 3 For the purposes of paragraph (2), where 2 or more shareholders die in circumstances rendering it uncertain who was last to die, a younger shareholder is deemed to have survived an older shareholder

17. TERMINATION OF DIRECTOR'S APPOINTMENT

- 17 1 A person ceases to be a director as soon as—

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

18 DIRECTORS' REMUNERATION

18 1 Directors may undertake any services for the company that the directors decide

18 2 Directors are entitled to such remuneration as the directors determine—

- (a) for their services to the company as directors, and
- (b) for any other service which they undertake for the company

18 3 Subject to the articles, a director's remuneration may—

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

18 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

18 5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested

19 DIRECTORS' EXPENSES

19 1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

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

PART 3

SHARES AND DISTRIBUTIONS

SHARES

20. ALL SHARES TO BE FULLY PAID UP

20 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue

- 20 2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum

21. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 21 1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution

- 21 2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

22. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

23. SHARE CERTIFICATES

- 23 1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds

- 23 2 Every certificate must specify—

- (a) in respect of how many shares, of what class, it is issued,
- (b) the nominal value of those shares,
- (c) that the shares are fully paid, and
- (d) any distinguishing numbers assigned to them

- 23 3 No certificate may be issued in respect of shares of more than one class

- 23 4 If more than one person holds a share, only one certificate may be issued in respect of it.

- 23 5 Certificates must—

- (a) have affixed to them the company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts

24. REPLACEMENT SHARE CERTIFICATES

24 1 If a certificate issued in respect of a shareholder's shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares

24 2 A shareholder exercising the right to be issued with such a replacement certificate—

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced, and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

25. SHARE TRANSFERS

25 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor

25 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

25 3 The company may retain any instrument of transfer which is registered

25 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

25 5 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

26. PERMITTED TRANSFERS

26 1 A Shareholder (the "Original Shareholder") may transfer all or any of his or its Shares to a Permitted Transferee

26 2 If a Permitted Transfer is made to the spouse or Civil Partner of the Original Shareholder, the Permitted Transferee shall within 10 Business Days of ceasing to be the spouse or

Civil Partner of the Original Shareholder (whether by reason of divorce or otherwise) either

- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or
- (b) give a Transfer Notice to the Company in accordance with Article 27,

failing which a Deemed Transfer Notice shall be given in respect of the relevant Shares

26 3 Where, under a deceased Shareholder's will (or the laws as to intestacy), the persons legally or beneficially entitled to any Shares (whether immediately or contingently) are Privileged Relations of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Shares to those Privileged Relations who are Permitted Transferees, in each case without restriction as to price or otherwise Shares previously transferred as permitted by this Article 26 5 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without any price or other restriction

27. PRE-EMPTION

27 1 The expression "**Transfer**" as used in an investment agreement entered into between the shareholders from time to time (the "**Agreement**") includes (but is not limited to) a sale, assignment, creation of a security interest over and any other disposal or transfer of any share or any interest in any share in the capital of the Company

27 2 Other than a Permitted Transfer and a Death Transfer, no Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the capital of the Company, except as permitted by the Agreement Any Transfer made in breach of the Agreement shall be void from the beginning and of no effect and shall be disregarded by the Board

27 3 Each Shareholder shall, for as long as he holds any shares in the capital of the Company, use his reasonable endeavours to procure (so far as is lawfully possible in the exercise of his rights and powers as a shareholder of the Company) that each director of the Company exercises his power to refuse to register any Transfer of shares not made in accordance with this clause 27, 31 and clause 33

27 4 Subject to clause 27 13 and except for transfers to which all other Shareholders give their prior written consent, no Shareholder shall transfer any shares unless he transfers all (and not some only) of the shares held by him to a single person

27 5 A Shareholder (the "**Selling Shareholder**") in receipt of an offer to purchase his shares from a third party (the "**Proposed Buyer**") and a signed agreement with such Proposed

Buyer governed by English law and enforceable by the Company binding the Proposed Buyer to the provisions of this clause 27 shall give notice in writing (a **"Transfer Notice"**) to each of the other Shareholders (the **"Remaining Shareholders"** and each a **"Remaining Shareholder"**) specifying the identity of the Proposed Buyer, the price per share offered by the Proposed Buyer, the number of shares to be transferred (the **"Transfer Shares"**), the proposed date of the Transfer and all other material details of the proposed acquisition of the shares by the Proposed Buyer and offering to transfer his shares at the same price and on the same terms as offered by the Proposed Buyer. A Transfer Notice shall be irrevocable and governed by English law.

27.6 Within 14 days of receipt of a Transfer Notice (the **"Transfer Period"**), each Remaining Shareholder shall give notice to the Selling Shareholder (copied to the Company) stating either that he

- (a) accepts (an **"Acceptance Notice"**), or
- (b) rejects (a **"Rejection Notice"**),

the offer in the Transfer Notice to purchase all of the Selling Shareholders' Shares from the Selling Shareholder on the terms and at the price offered by the Proposed Buyer.

27.7 Each Acceptance Notice and Rejection Notice shall be irrevocable and governed by English law.

27.8 On the first Business Day following the end of the Transfer Period the Company shall serve written notice on each of the Shareholders (the **"Update Notice"**) setting out

- (a) which Remaining Shareholders (if any) have served an Acceptance Notice (each a **"Purchasing Shareholder"** and, where there is more than one, together the **"Purchasing Shareholders"**),
- (b) the number of shares currently held by each Purchasing Shareholder,
- (c) the aggregate number of shares held by the Purchasing Shareholders (the **"Total"**),
- (d) the proportion as a percentage of each Purchasing Shareholder's shares of the Total (in each case, the **"Relevant Proportion"**), and
- (e) the number of shares to be purchased by each Purchasing Shareholder (the **"Acquisition Number"**) which shall be calculated using the following formula

$$\text{Unadjusted Acquisition Number} = \text{Number of Transfer Shares} \times \text{Relevant Proportion}$$

27.9 Where each of the Unadjusted Acquisition Numbers is a whole number, the Unadjusted Acquisition Number for each Purchasing Shareholder shall also be the Acquisition Number. Where the Unadjusted Acquisition Number is a fractional number, it shall be rounded down to the nearest whole number and the remaining fractions shall be

purchased by the Purchasing Shareholder with the largest Unadjusted Acquisition Number, or (if there is no such Purchasing Shareholder) the Purchasing Shareholder who served an Acceptance Notice at the earliest point in time, or (if no such Purchasing Shareholder can be identified) the Purchasing Shareholder whose name as evidenced on his share certificate appears first when the names of the Purchasing Shareholders are listed alphabetically

- 27 10 Where each Remaining Shareholder serves a Rejection Notice on the Selling Shareholder, the Selling Shareholder shall transfer his shares to the Proposed Buyer at the same price and on the same terms as stated in the Transfer Notice within the period ending 28 days after the date of service of the Transfer Notice (the "**Completion Period**")
- 27 11 Where a Remaining Shareholder fails to serve an Acceptance Notice or a Rejection Notice on the Selling Shareholder in accordance with clause 27 6, that Remaining Shareholder shall be deemed to have served a Rejection Notice on the Selling Shareholder
- 27 12 Where only one Remaining Shareholder serves an Acceptance Notice he shall be required to purchase, and the Selling Shareholder shall be required to sell, the Selling Shareholders' shares at the same price and on the same terms as stated in the Transfer Notice within the Completion Period
- 27 13 Where more than one Remaining Shareholder serves an Acceptance Notice, each Purchasing Shareholder shall be required to purchase, and the Selling Shareholder shall be required to sell, a number of shares equal to the relevant Acquisition Number for such Purchasing Shareholder as detailed in the Update Notice at the same price and on the same terms as stated in the Transfer Notice (save as to quantity of shares) within the Completion Period
- 27 14 Each Shareholder hereby grants the Company an irrevocable power of attorney to execute all such documents and to do all such acts as are required to effect the transactions contemplated by clauses 27, 31 and 33
- 27 15 On completion of the Transfer of the Selling Shareholder's shares pursuant to clause 27 13
- (a) except in the case of a Permitted Transfer, if the Selling Shareholder is a director of the Company, he shall immediately resign as a director of the Company,
 - (b) the Selling Shareholder shall cease to be a party to the Agreement and shall cease to be bound by its terms save that the clauses detailed in clause 19 4 of the Agreement shall remain in full force and effect as regards such Selling Shareholder, and
 - (c) the Proposed Buyer shall execute a deed of adherence to the Agreement in the form of Schedule 4

28 TRANSMISSION OF SHARES

28 1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share

28 2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
- (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had

28 3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares. Further for the avoidance of doubt, they have no right to be appointed as director

29. EXERCISE OF TRANSMITTEES' RIGHTS

29 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish

29 2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

29 3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

30. TRANSMITTEES BOUND BY PRIOR NOTICES

30 1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members

31. DRAG-ALONG

31 1 If the holders of 50% of the shares in issue for the time being (the "**Drag-Along Shareholders**") wish to transfer all of their interest in the shares (the "**Drag-Along Shares**") to a Proposed Buyer on arms length terms, the Drag-Along Shareholders may

require all other Shareholders (including the holders of any share options that are exercisable, or any convertible securities that are convertible, prior to the proposed date of transfer) (the **"Called Shareholders"**) to sell and transfer all their shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Clause 31 (the **"Drag Along Option"**)

- 31 2 If the Drag Along Shareholders purport to sell their shares at a price which values the Company at less than £1,000,000, the prior written consent of a majority of the Shareholders and the Founders must be obtained
- 31 3 The Drag-Along Shareholders may exercise the Drag Along Option by giving written notice to that effect (the **"Drag Along Notice"**) at any time before the Transfer of the Drag-Along Shares to the Proposed Buyer. The Drag Along Notice shall specify
- (a) that the Called Shareholders are required to transfer all their shares (the **"Called Shares"**) pursuant to this Clause 31,
 - (b) the person (or persons) to whom the Called Shares are to be transferred,
 - (c) the consideration payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Sellers' Shares and
 - (d) the proposed date of the Transfer
- 31 4 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Drag-Along Shareholders have not sold the Drag-Along Shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. The Drag-Along Shareholders may not, without the prior written consent of the Called Shareholders, serve further Drag Along Notices following the lapse of any particular Drag Along Notice
- (a) on terms less beneficial than the original Drag Along Notice, or
 - (b) in respect of a sale to the same Proposed Buyer or a person connected with him
- 31 5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Clause 31
- 31 6 Completion of the sale of the Called Shares shall take place on the Completion Date. **"Completion Date"** means the date proposed in the Drag-Along Notice for transfer of the Drag-Along Shares unless a later date is chosen by the Drag-Along Shareholders and confirmed to the Called Shareholders in writing no later than the Business Day prior to such day

- 31 7 The transfer provisions set out in Clause 27 shall not apply to any Transfer of shares to a Proposed Buyer under this Clause 31 (or as it may direct) pursuant to a sale for which a Drag Along Notice has been duly served
- 31 8 Within 5 Business Days of the Drag-Along Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Proposed Buyer shall pay the Called Shareholders the amounts they are due for their shares pursuant to Clause 31 3(c)
- 31 9 To the extent that the Proposed Buyer has not, on the Completion Date, paid the Called Shareholders the consideration due pursuant to Clause 31 3(c), the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Clause 31 to the Proposed Buyer in respect of their shares
- 31 10 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute Transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Drag-Along Shareholders to be his agent and attorney to execute all necessary Transfer(s) on his behalf, against receipt by the Called Shareholder of the consideration payable for the Called Shares, to deliver such Transfer(s) to the Proposed Buyer (or as he may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Clause 31

32. FAIR VALUE

- 32 1 The "Fair Value" for any share shall be the price per share determined in writing by the Valuers on the following bases and assumptions
- (a) valuing each of the shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent,
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
 - (c) the sale is to be on arms' length terms between a willing seller and a willing buyer,
 - (d) the shares are sold free of all restrictions, liens, charges and other encumbrances, and

- (e) the sale is taking place on the date the Valuers were requested to determine the Fair Value

33. TAG ALONG

33 1 The provisions of Clauses 33 1 to 33 5 inclusive shall apply if, in one or a series of related transactions, one or more Selling Shareholders propose to transfer any of their shares which transfer would, if carried out, result in any Proposed Buyer, and any person Acting in Concert with the Proposed Buyer, acquiring 50% or more of the issued share capital of the Company

33 2 Before making such a transfer, a Selling Shareholder shall procure that the Proposed Buyer makes an offer (the "Offer") to

- (a) the other Shareholders to purchase all of the shares held by them,
- (b) the holders of any existing options to acquire shares (granted by the Company or under any share option arrangements established by the Company) that are already capable of exercise or that are expected to become capable of exercise before the proposed transfer, to purchase any shares acquired on the exercise of options at any time before the Transfer, and
- (c) the holders of any securities of the Company that are convertible into shares (the "Convertible Securities"), to purchase any shares arising from the conversion of such Convertible Securities at any time before the proposed transfer

for a consideration in cash per share that is an amount at least equal to the price per share offered or paid by the Proposed Buyer for the Selling Shareholders shares which itself shall be equal to or greater than the fair value of such shares, determined by the Valuers in accordance with clause 16 of the Agreement (the "Specified Price")

33 3 The Offer shall be given by written notice (the "Offer Notice"), at least 10 days prior to the end of the Completion Period (the "Offer Period") To the extent not described in any accompanying documents, the Offer Notice shall set out

- (a) the identity of the Buyer,
- (b) the purchase price and other terms and conditions of payment,
- (c) the sale date, and
- (d) the number of Shares proposed to be purchased by the Buyer (the "Offer Shares")

33 4 If the Proposed Buyer fails to make the offer to all of the Shareholders, the Selling Shareholder shall not be entitled to complete the proposed transfer and the Company shall not register any transfer of shares effected in accordance with the proposed transfer

- 33 5 If the Offer is accepted by any Shareholder (an **"Accepting Shareholder"**) within the Offer Period, the completion of the proposed transfer pursuant to Clause 11 of the Agreement shall be conditional on completion of the purchase of all the shares held by each Accepting Shareholder on the Completion Date
- 33 6 Each proposed transfer is subject to the pre-emption provisions of Clause 27, but the purchase of shares from Accepting Shareholders shall not be subject to those provisions

DIVIDENDS AND OTHER DISTRIBUTIONS

34. PROCEDURE FOR DECLARING DIVIDENDS

- 34 1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- 34 2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors
- 34 3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights
- 34 4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it

35. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 35 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means—
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide

35 2 In the articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable—

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

otherwise by operation of law, the transmittee

36. NO INTEREST ON DISTRIBUTIONS

36 1 The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

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

37. UNCLAIMED DISTRIBUTIONS

37 1 All dividends or other sums which are—

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the company until claimed

37 2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it

37 3 If—

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company

38. WAIVER OF DISTRIBUTIONS

38 1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—

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

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

39. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

39 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

39 2 A person is able to exercise the right to vote at a general meeting when—

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such

resolutions are passed at the same time as the votes of all the other persons attending the meeting

39 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

39 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

39 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

40. QUORUM FOR GENERAL MEETINGS

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

41. CHAIRING GENERAL MEETINGS

41 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

41 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

- (a) the directors present, or
- (b) (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

41 3 The person chairing a meeting in accordance with this article is referred to as **"the chairman of the meeting"**

42. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

42 1 Directors may attend and speak at general meetings, whether or not they are shareholders

42 2 The chairman of the meeting may permit other persons who are not—

- (a) shareholders of the company, or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting

43. ADJOURNMENT

43 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

- 43 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 43 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 43 4 When adjourning a general meeting, the chairman of the meeting must—
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 43 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain
- 43 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

44. VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles

45. ERRORS AND DISPUTES

- 45 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 45 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

46. POLL VOTES

46 1 A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

46 2 A poll may be demanded by—

- (a) the chairman of the meeting,
- (b) the directors,
- (c) two or more persons having the right to vote on the resolution, or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution

46 3 A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal

46 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

47. CONTENT OF PROXY NOTICES

47 1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which—

- (a) states the name and address of the shareholder appointing the proxy,
- (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate

47 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

47 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

- 47 4 Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

48. DELIVERY OF PROXY NOTICES

- 48 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person
- 48 2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 48 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 48 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

49. AMENDMENTS TO RESOLUTIONS

- 49 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 49 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

- 49 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

PART 5

ADMINISTRATIVE ARRANGEMENTS

50. MEANS OF COMMUNICATION TO BE USED

- 50 1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
- 50 2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 50 3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

51. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

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

DIRECTORS' INDEMNITY AND INSURANCE

52 INDEMNITY

- 52 1 Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
 - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

- (c) any other liability incurred by that director as an officer of the company or an associated company

52 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

52 3 In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a “**relevant director**” means any director or former director of the company or an associated company

53. **INSURANCE**

53 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss

53 2 In this article—

- (a) a “**relevant director**” means any director or former director of the company or an associated company,
- (b) a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate