

Company number 08419148

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF FLYPAY LIMITED

CIRCULATED ON 10th July 2015 (the "Circulation Date")

In accordance with Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of Flypay Limited (the "Company") propose that Resolutions 1 and 2 be passed as ordinary resolutions and Resolutions 3 and 4 be passed as special resolutions (the "Resolutions")

ORDINARY RESOLUTIONS

- 1 **THAT** each ordinary share of £0 10 each in the capital of the Company be subdivided into 100 ordinary shares of £0 001 each in the capital of the Company and each preferred seed share of £0 10 each in the capital of the Company be subdivided into 100 preferred seed shares of £0 001 each in the capital of the Company
- 2 **THAT**, subject to the passing of Resolution 3 below, the directors be and are hereby generally and unconditionally authorised for the purposes of section 551 of the Act to exercise all the powers of the Company to allot, grant rights to subscribe for or to convert any security into shares in the Company ("Rights") up to an aggregate nominal amount of £7,593 30, provided that this authority is for a period expiring five years from the date of this resolution (unless previously revoked, varied or extended) but the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted or Rights to be granted after such expiry and the directors may allot relevant securities or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

SPECIAL RESOLUTIONS

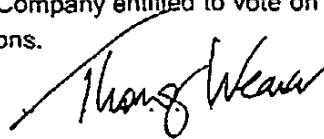
- 3 **THAT** the articles of association attached to these Resolutions for the purposes of identification be adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association of the Company
- 4 **THAT** any and all pre-emption rights to which the current shareholders of the Company may be entitled, howsoever arising (including but not limited to under the Company's articles of association or the Act) in respect of the allotment and issue of shares authorised in Resolution 2 be and are hereby waived or otherwise disapplied



Please read the notes below before signifying your agreement to the Resolutions

We, the undersigned, being all the members of the Company entitled to vote on the Resolutions on the Circulation Date hereby agree to the Resolutions.

Signed by TOM WEAVER



Dated 14/07/2015

Signed by CHRIS EVANS

.. . . .

Dated:

Signed by ASHLEY SHEPPARD

. .

Dated.

Signed by ADRIAN HUTCHISON

.. . . .

Dated

Signed by PAUL NORRIS

.. . . .

Dated:

Signed by CHRISTOPHER MAIRS

.

Dated:

Signed by
for and on behalf of
GPC FINANCIAL MANAGEMENT LIMITED

.. . . .

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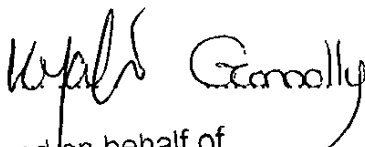
Signed by
for and on behalf of
GPC FINANCIAL MANAGEMENT LIMITED



Dated 14.07.15

Signed by
for and on behalf of
ZENOO LIMITED

Dated: 10th JULY 2015


for and on behalf of
Amber Management Limited

Signed by
for and on behalf of
ECAP2 LIMITED

Dated

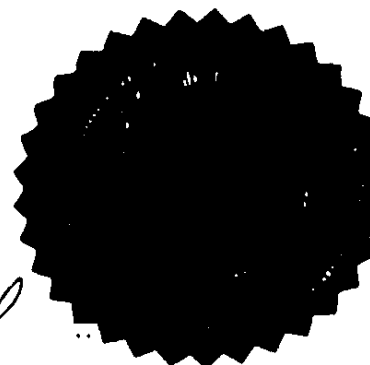
Signed by
for and on behalf of
ZENOO LIMITED

Dated

Signed by
for and on behalf of
ECAP2 LIMITED

Dated 14/07/15

Terry Wang



NOTES

- 1 You may choose to agree to all of the Resolutions or none of them, however, you may not agree to some only of the Resolutions
- 2 If you agree to all of the Resolutions, please signify your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - (a) by delivering the signed copy personally or sending it by post to Flypay Limited, c/o Orrick Herrington & Sutcliffe (Europe) LLP, 107 Cheapside, London EC2V 6DN marked for the attention of Catriona Brown, or
 - (b) by faxing the signed copy to 020 7862 4800 marked for the attention of Katrina Murphy, or
 - (c) by sending a scanned copy of the signed document by email to Katrina.murphy@orrick.com
- 3 The signed copy of this document should be returned to the Company using one of the above methods as soon as possible and, in any event, so as to be received by the Company within 28 days from (and including) the Circulation Date
- 4 If any of the Resolutions has not been passed within 28 days from (and including) the Circulation Date, it will lapse
- 5 Once you have signified your agreement to the Resolutions, you may not revoke your agreement
- 6 If you do not agree to all of the Resolutions, you need not take any action, you will not be deemed to agree to any of the Resolutions if you do not reply

Company No 08419148

THE COMPANIES ACT 2006

**PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
FLYPAY LIMITED**

Adopted by written resolution passed on ~~14th~~ July 2015

ARTICLES OF ASSOCIATION
of
FLYPAY LIMITED

Adopted by written resolution passed on 14th July 2015

PRELIMINARY

1 MODEL ARTICLES

- 1 1 The articles of association of the Company (the “**Articles**”) shall comprise the regulations contained herein together with the regulations contained in the model articles for private companies limited by shares as set out in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (“**Model Articles**”), save insofar as they are excluded or modified by, or are inconsistent with, the regulations contained herein
- 1 2 Model Articles 5, 6, 7, 8, 11(2) and (3), 12, 13, 14(1) to (4) inclusive, 16, 21, 22, 26(5), 32, 38, 44(2), 50, and 51 to 53 (inclusive) shall not apply to the Company
- 1 3 In Model Article 25(2)(c) the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”

2 INTERPRETATION

- 2 1 In these Articles, unless the context otherwise requires

(1) “**Acquisition**” means any of the following

- (a) a Sale,
- (b) a merger or consolidation of the Company in which the Shareholders immediately prior to such event do not retain a majority of the voting power in the surviving entity following such event,
- (c) a sale of all or substantially all the Company’s assets,
- (d) a declaration or payment by the Company of a dividend in excess of fifty per cent of the value of the assets of the Company,
- (e) the transfer or grant by the Company of a worldwide, perpetual exclusive license over all or substantially all of the Company Intellectual Property,
- (f) the sale of all or substantially all of the shares or assets of a Material Subsidiary, or
- (g) a liquidation, dissolution or winding up of the Company,

(2) “**Act**” means the Companies Act 2006,

(3) “**Auditors**” means the auditors or reporting accountants of the Company from time to time, unless they shall refuse to act for any reason, in which case such other firm of chartered accountants approved by the Board,

(4) “**Board**” means the board of directors of the Company (or any duly authorised committee thereof) from time to time,

- (5) **"Cause"** means
- (a) gross negligence, gross misconduct or a material or repudiatory breach of the terms of an employment agreement, including any material breach of obligations to the Company concerning confidentiality or intellectual property or non-compliance with non-compete obligations,
 - (b) fraud or acts of dishonesty,
 - (c) being convicted of any criminal offence (other than a road traffic offence which is not punishable by a custodial sentence) or
 - (d) the refusal or failure to substantially perform duties and responsibilities to the Company lawfully prescribed by the Board after reasonable notice of such failure and a reasonable opportunity to cure such failure,
- (6) **"Company Intellectual Property"** means all the Intellectual Property owned or used by the Company in relation to the Business,
- (7) **"Conversion Date"** means, in respect of any Preferred Seed Shares, the date on which the conversion of those Preferred Seed Shares takes effect as determined by Article 4.6,
- (8) **"Conversion Rate"** has the meaning given to it in Article 4.6,
- (9) **"Defaulting Investor"** means a New Investor who fails to pay its relevant proportion of either the Second Tranche Amount or the Third Tranche Amount within the requisite time period, as stipulated in clause 2.4 of the Subscription Agreement,
- (10) **"Deferred Shares"** means the deferred shares of £0.001 each in the capital of the Company,
- (11) **"Director"** means a director of the Company from time to time,
- (12) **"Elective Conversion"** has the meaning given in Article 4.6.4,
- (13) **"Eligible Director"** means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of a particular matter),
- (14) **"Entrée Capital"** means together Zenoo Limited and ECAP 2 Limited,
- (15) **"Equity Shares"** means the Ordinary Shares and the Preferred Seed Shares in the capital of the Company from time to time,
- (16) **"Family Member"** in relation to a Shareholder, any one or more of that person's parent, spouse, civil partner, or children (including step-children) or co-habiting partner (where such partner has co-habited with that Shareholder for a period of five years or more as documented by written evidence),
- (17) **"Family Trust"** in relation to a Shareholder, a trust or settlement set up wholly for the benefit of that person and/or that person's Family Members,
- (18) **"Founder"** means each of Christopher Evans and Thomas Weaver or any of their respective Permitted Transferees,
- (19) **"Further Shares"** means shares in the Company's equity share capital but excluding
- (a) any shares issued under a share option scheme of the Company,

- (b) any shares which the Company is required to issue by reason of a right specifically attached to Shares under these Articles, and
 - (c) any Shares issued on or around the date of these Articles
- (20) **“Group”** the Company and its subsidiary undertaking(s) (if any) from time to time and references to **“Group Company”** and **“members of the Group”** shall be construed accordingly,
- (21) **“Intellectual Property”** means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how, registered designs, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same,
- (22) **“Investor”** means a holder of Preferred Seed Shares from time to time,
- (23) **“Investor Director”** means a director appointed in accordance with Article 19 2,
- (24) **“Investor Majority”** means the holder or holders of a majority of the Preferred Seed Shares from time to time,
- (25) **“IPO”** means
- (a) together, the admission of any part of the share capital of the Company to the Official List of the Financial Conduct Authority becoming effective in accordance with paragraph 7 1 of the Listing Rules and their admission to trading on the London Stock Exchange’s main market for listed securities becoming effective in accordance with paragraph 2 1 of the Admission and Disclosure Standards of the London Stock Exchange, or
 - (b) the grant of permission for dealings of any part of the share capital of the Company on AIM (a market of the London Stock Exchange), or
 - (c) the admission of any part of the share capital of the Company to listing on any Recognised Investment Exchange,
- (26) **“Issue Price”** means in respect of a Share, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value thereof and any share premium thereon,
- (27) **“Leaver”** means a person (which shall exclude any person appointed as an Investor Director) who is a Shareholder and is or has been a director and/or an employee of any Group Company and who ceases to be a director or employee of the Company or any other Group Company and does not continue as, or thereupon become, a director or employee of any other Group Company other than upon death or retirement at normal retirement age,
- (28) **“Material Subsidiary”** means a subsidiary of the Company which owns all or substantially all of the Company’s assets or Company Intellectual Property,
- (29) **“New Investors”** means Oakley and Time Out and **“New Investor”** shall mean either one of them,
- (30) **“Non-vested Shares”** means, in relation to a Voluntary Leaver or a Leaver who leaves the Company for Cause, one thirty-sixth (1/36) of all the Shares then held by such Leaver multiplied by the number of months (or parts of a month) by which such Leaver

failed to complete a minimum period of service of at least thirty-six (36) months from the latest to occur of the date of adoption of these Articles and the date of their appointment or date of commencement of employment, provided that any notice period shall not be included in the calculation of the period of service for the purposes of this definition,

"Oakley" means Oakley Capital Investments Limited (No 40324) whose registered office is at Mintflower Place, 3rd Floor, 8 Par-la-Ville Road, Hamilton HM08, Bermuda,

(31) **"Option Shares"** means Shares issued pursuant to an employee share option scheme adopted by the Company pursuant to any Shareholders' Agreement,

(32) **"Ordinary Shares"** means the ordinary shares of £0 001 each in the capital of the Company,

(33) **"Permitted Transferee"** means a recipient of Shares pursuant to Article 10, and **"Permitted Transfer"** shall be construed accordingly,

(34) **"Preferred Seed Shares"** means the preferred seed shares of £0 001 each in the capital of the Company,

(35) **"Qualifying IPO"** has the meaning given to it in Article 4 6 3,

(36) **"Sale"** means the transfer (whether through a single transaction or a series of transactions) of Shares as a result of which any person (or persons connected with each other, or persons acting in concert with one another) would hold or acquire beneficial ownership of or over that number of shares in the Company which in aggregate confer more than 50% of the voting rights normally exercisable at general meetings of the Company provided that there shall be no Sale as a result of any transfer pursuant to Article 10 (*Permitted Transfers*),

(37) **"Second Tranche Amount"** means the sum of £2,500,000,

(38) **"SEIS Investors"** means the holders of Ordinary Shares, other than the Founders,

(39) **"Share"** means any share in the capital of the Company from time to time,

(40) **"Shareholder"** means a holder of any Share(s) from time to time,

(41) **"Shareholder Majority"** means any person or persons who hold in aggregate more than 75% of the Shares and who comprise an Investor Majority,

(42) **"Shareholders' Agreement"** means the shareholders' agreement made between the Company and all of the shareholders of the Company from time to time, which shall include the shareholders' agreement entered into between the Company and others on or around the date of adoption of these Articles,

(43) **"Subscription Agreement"** means the subscription agreement entered into between the New Investors, the Founders and the Company on or around the date of adoption of these Articles,

(44) **"Time Out"** means Time Out Group BC Limited (No 07440330) whose registered office is at 4th Floor, 125 Shaftesbury Avenue, London WC2H 8AD,

(45) **"Third Tranche Amount"** means the sum of £2,000,000,

(46) **"Valuers"** means the Auditors unless

(a) a report on the Market Value (as defined in Article 11 2) is to be made pursuant to a Deemed Transfer Notice (as defined in Article 12 4) and, within 21 days

after the date of the Deemed Transfer Notice, the Seller notifies the Board in writing that it objects to the Auditors making that report, or

- (b) the Auditors give notice to the Company that they decline an instruction to report on Market Value,

(47) when the Valuers shall be a firm of chartered accountants agreed between the Seller and the Board and appointed by the Board acting as agent or attorney for the Seller or, in default of agreement within 20 business days after the event referred to in (a) or (b) above, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Seller or the Board, and

(48) “**Voluntary Leaver**” means a Leaver who resigns as an officer or employee, other than where such resignation occurs in circumstances determined by a court of competent jurisdiction to amount to constructive dismissal

2 2 Construction

2 2 1 In these Articles, unless otherwise specified or the context otherwise requires

- (a) reference to any provision of law is a reference to that provision as modified or re-enacted from time to time,
- (b) reference to any statutory provision is a reference to any subordinate legislation made under that provision from time to time,

2 2 2 Headings used in these Articles are for reference only and shall not affect the construction or interpretation of these Articles

2 2 3 The Interpretation Act 1978 shall apply to these Articles in the same way as it applies to an enactment

2 2 4 Unless otherwise provided in these Articles any word or expressions defined in the Act shall have the same meaning when used in these Articles

2 3 Other references

In these Articles a reference to

2 3 1 “**Articles**” is a reference to a provision of these Articles and references to paragraphs are, unless otherwise stated, references to paragraphs of the Articles in which the reference appears,

2 3 2 “**business day**” means a day, other than a Saturday or a Sunday, on which banks are open for business in London,

2 3 3 the term “**connected person**” has the meaning attributed to it by Section 1122 Corporation Tax Act 2010 and “**connected with**” shall be construed accordingly,

2 3 4 the term “**acting in concert**” has the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers,

2 3 5 a “**person**” includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established),

2 3 6 a “**subsidiary**” means a subsidiary as defined in section 1159 and Schedule 6 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee,

2 3 7 a “**holding company**” means a holding company as defined in section 1159 and Schedule 6 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee, and

2 3 8 “**in writing**” or “**written**” includes faxes but excludes electronic mail and text messaging via mobile phone

2 4 “**Transfer of Shares**”

A reference in these Articles to the transfer of any Share shall mean the transfer of either or both of the legal and beneficial ownership in such Share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Share and the following shall be deemed (but without limitation) to be a transfer of a Share

2 4 1 any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself,

2 4 2 any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing, and

2 4 3 any grant of a legal or equitable mortgage or charge over any Share

2 5 **Bare nominees**

Where any Shares are held by a bare nominee for any person, that person shall be treated for the purposes of these Articles as the Shareholder in respect of those Shares

SHARE CAPITAL

3 **SHARE CAPITAL**

The Company's share capital is made up of the Deferred Shares, the Ordinary Shares and the Preferred Seed Shares and each class is unlimited in number

4 **SHARE RIGHTS**

4 1 **Return of capital**

Subject to the following provisions of this Article 4, upon an Acquisition, declaration of any dividend, distribution of assets on a liquidation or a return of capital for any reason (other than any conversion, redemption or share buy-back), the surplus assets of the Company remaining after payment of its liabilities, or the proceeds of any Sale, shall be applied by the Company (to the extent that the Company is lawfully permitted to do so) and/or shall be adjusted as between the Shareholders as follows

4 1 1 first in paying to each holder of Preferred Seed Shares the aggregate Issue Price of such shares held by it (the “**Preferred Return**”), provided that if there

are insufficient surplus assets or proceeds to pay to each holder of Preferred Seed Shares the Preferred Return, they shall be distributed amongst all the holders of Preferred Seed Shares pro rata to the aggregate Issue Price of the Preferred Seed Shares held by each such holder,

- 4 1 2 second, 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), and
- 4 1 3 third, in distributing the balance amongst the holders of the Ordinary Shares (pro-rata to the number of such shares held)
- 4 2 Any dividends which have been declared but not yet paid shall be excluded from the proceeds or assets paid to the Shareholders under Article 4 1 Unless an Investor Director agrees otherwise, any Contingent Distributions shall be excluded from the value of the proceeds deemed distributed under Article 4 1 until such time as the Contingent Distributions are actually paid to the Shareholders or the Company "**Contingent Distributions**" are any distributions or payments in respect of an Acquisition that are not paid to the Shareholders at the closing of such Acquisition (including without limitation any deferred payment, instalment payment, milestone payment, earn-out, deposit in escrow, holdback or similar arrangement)
- 4 3 In the event of any
 - 4 3 1 bonus issue by way of capitalisation of profits or reserves,
 - 4 3 2 issue of Shares or creation of a new class of Shares,
 - 4 3 3 conversion, redemption or share buy-back,
 - 4 3 4 consolidation or sub-division of Shares or
 - 4 3 5 deemed variation in the Issue Price,the terms of such variation of share capital shall be subject to adjustment on such basis as may be reasonably determined by the Company, to take account of the rights set out in Article 4 1, if appropriate
- 4 4 The Preferred Seed Shares and the Ordinary Shares shall rank equally for dividends declared by the Company after the date of adoption of these Articles
- 4 5 **Voting Rights**
 - 4 5 1 Each holder of the Ordinary Shares and Preferred Seed Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company
 - 4 5 2 A holder of Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative shall, on a show of hands, have one vote each, and, on a poll, have one vote for each Ordinary Share of which he is the holder
 - 4 5 3 A holder of Preferred Seed Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative shall as at the date of adoption of these Articles, on a show of hands, have one vote each, and, on a poll, have one vote for each Preferred Seed Share of which he is the holder PROVIDED THAT in the event that the Conversion Rate is adjusted, the voting right of each Preferred Seed Share shall be adjusted accordingly and with immediate effect with the effect that each Preferred Seed Share shall carry such number of votes as are equal to

the number of Ordinary Shares as would, if a conversion was to occur at that time, be issued on a conversion of the Preferred Seed Shares into Ordinary Shares

- 4 5 4 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company

4 6 Conversion of Preferred Seed Shares

- 4 6 1 Subject to the terms of this Article 4 6, each holder of Preferred Seed Shares shall have the right to convert all but not some only of the Preferred Seed Shares held by it, at any time, into Ordinary Shares. The conversion rate shall at the date of adoption of these Articles be one Ordinary Share for every Preferred Seed Share (the "**Conversion Rate**"). In the event that there are any adjustments made to the Ordinary Share capital (for example the consolidation or sub-division of Ordinary Shares, rights issue, pre-emptive offer or a bonus issue), the Conversion Rate shall be adjusted with immediate effect such that the number of Ordinary Shares which shall be issued to holders of Preferred Seed Shares shall be increased or decreased in the same manner and effect as the Ordinary Shares

- 4 6 2 This Article 4 6 2 applies if there is an Acquisition pursuant to which any holder of Preferred Seed Shares would receive a greater proportion of the proceeds of that Acquisition if those Preferred Seed Shares were converted into Ordinary Shares (at the Conversion Rate in force immediately prior to the time at which entitlements to participate in the proceeds of the Acquisition are to be determined (the "**Applicable Rate**")), than it would otherwise receive without such conversion. If this Article 4 6 2 applies, then all the Preferred Seed Shares held by such holder of Preferred Seed Shares shall, unless such holder of such Preferred Seed Shares elects otherwise by notice in writing to the Company, be automatically converted into Ordinary Shares at the Applicable Rate. If the condition for automatic conversion set out above is not satisfied upon consummation of the Acquisition but is subsequently satisfied upon the distribution of any Contingent Distribution (as defined in Article 4 2), the aforementioned conversion shall (unless the holder of such Preferred Seed Shares elects otherwise by notice in writing to the Company) be deemed to have been made for the purposes of allocating the Contingent Distribution received

- 4 6 3 If the Company conducts an IPO with net proceeds raised by the Company of at least USD 10 million (a "**Qualifying IPO**"), then all the Preferred Seed Shares shall be automatically converted into Ordinary Shares, immediately prior to the admission of the Shares to trading on the relevant exchange, at the then applicable Conversion Rate

- 4 6 4 If
- (a) any holder of Preferred Seed Shares notifies the Company in writing that it has elected for the Preferred Seed Shares held by it to be converted into Ordinary Shares, then the Preferred Seed Shares held by such holder, or
 - (b) the holders of more than 50 per cent of the Preferred Seed Shares notify the Company in writing that they have elected to the conversion of the Preferred Seed Shares held by them into Ordinary Shares, then all of the Preferred Seed Shares

shall be automatically converted into Ordinary Shares (each, an **"Elective Conversion"**), on receipt by the Company of such notice, at the then applicable Conversion Rate

4 6 5 Any conversion pursuant to the rights granted by this Article 4 6 shall be made on the following terms

- (a) conversion shall take effect immediately on a Conversion Date at no cost to the relevant holder(s),
- (b) forthwith after the Conversion Date the Company shall issue to the persons entitled thereto certificates for the Ordinary Shares resulting from the conversion, and the certificates for the Preferred Seed Shares falling to be converted shall be deemed invalid for all purposes and the relevant holders shall be bound to deliver the same to the Company for cancellation, and
- (c) the Ordinary Shares arising on conversion of any Preferred Seed Shares shall in all respects rank as one uniform class of shares with the Ordinary Shares then in issue

4 7 Variation

4 7 1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) either (a) with the consent in writing of the holders of more than three-fourths in nominal value of the issued shares of that class, or (b) with the sanction of a special resolution passed at a separate general meeting of the holders of that class provided that in the case of Ordinary Shares, if the Relevant Criteria are satisfied the special rights attaching to the Ordinary Shares may be varied or abrogated by an ordinary resolution of the Company in general meeting or by the written consent of holders of more than 50 per cent of the Ordinary Shares and Preferred Seed Shares as if one class To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company (and to the proceedings at such general meetings) shall, mutatis mutandis, apply, except that (i) the necessary quorum shall be two persons, present in person or by proxy or by duly authorised representative (if a corporation), who together hold or represent at least one-third in nominal value of the issued shares of the relevant class (unless all the shares of that class are registered in the name of a single holder, in which case the quorum shall be that holder, his proxy or his duly authorised representative (if a corporation)), but so that if, at any adjourned meeting of such holders, such a quorum is not present, then those holders who are present (in person or by proxy or by duly authorised representative (if a corporation)) shall be a quorum, (ii) any holder of shares of the relevant class present in person or by proxy or by duly authorised representative (if a corporation) may demand a poll, and (iii) the holders of shares of the relevant class shall, on a poll, have one vote in respect of every share of that class held by him

4 7 2 For the purpose of article 4 7 1, the **"Relevant Criteria"** will be satisfied if the proposed variation or abrogation of the special rights attaching to the Ordinary Shares (taking into account any proposed variation or abrogation of the special rights attaching to the Preferred Seed Shares which is to be made at the same time as the proposed variation or abrogation in respect of the Ordinary Shares) is not discriminatory as between the Ordinary Shares and the Preferred Seed Shares

4 8 Purchase of Shares

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own Shares pursuant to Chapter 4 of the Act and in particular shall have the right to purchase its own Shares with cash up to an amount in a financial year not exceeding the lower of

4 8 1 £15,000, and

4 8 2 the value of 5% of the Company's share capital

pursuant to section 692(1) of the Act (as amended by the Buyback Regulations 2013)

5 DEFERRED SHARES

5 1 The Deferred Shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder without obtaining the sanction of the holder or holders

5 2 The creation, allotment or issue of Deferred Shares shall be deemed to confer irrevocable authority on the Board at any time after their creation, allotment or issue to appoint any person to execute or give on behalf of the holder of those shares a transfer of them to such person or persons as the Company may determine

6 ISSUES OF NEW SHARES

6 1 Section 550 of the Act

The Directors may only exercise the Company's power to allot shares in accordance with this Article 6 and Section 550 of the Act shall not apply

6 2 Offer to existing shareholders

6 2 1 Subject to Article 6 3, all unissued Shares which the Directors propose to offer, allot, issue, grant options over or otherwise deal with or dispose of, shall (unless a Shareholder Majority has consented otherwise) first be offered to the existing Shareholders at such time in proportion to the total number of Shares held by them respectively and at the proposed Issue Price

6 2 2 Each offer shall be made by notice specifying

- (a) the total number of Shares being offered,
- (b) the proportionate entitlement of the Shareholder to whom the offer is being made, and
- (c) the price per Share,

and shall require each Shareholder to state in writing within a period (not being less than 28 days) specified in the notice (for the purposes of this Article 6, the "Offer Period") whether he is willing to take any and, if so, what number of the said Shares up to his proportionate entitlement

6 3 Excess Shares

Shareholders who accept an offer referred to in Article 6 2 shall be entitled to indicate that they would accept, on the same terms, Shares that have not been accepted by other Shareholders (for the purposes of this Article 6, "Excess Shares") and indicating the number of Excess Shares they would be willing to accept

6 4 No acceptance of offer

6 4 1 An offer, if not accepted within the Offer Period as regards any Shares, will be deemed to be declined and the relevant Shares shall be offered to the Shareholders who have, within the Offer Period, indicated that they would accept Excess Shares

6 4 2 Excess Shares shall be allotted pro rata to the aggregate number of Shares held by Shareholders accepting Excess Shares provided that no such Shareholder shall be allotted more than the maximum number of Excess Shares than such Shareholder has indicated he is willing to accept

6 5 Remaining Shares

To the extent that any Shares have not been accepted by existing Shareholders pursuant to Articles 6 2 and 6 3, such Shares shall be under the control of the Directors, who may offer, allot, grant options over or otherwise deal with or dispose of them to such persons, at such times and on such terms and conditions as the Directors may decide provided that no Share may be issued on terms which are more favourable than the terms on which it was offered to the Shareholders

6 6 Exclusion of statutory pre-emption

The pre-emption provisions of Section 561(1) of the Act shall not apply to any allotment of the Company's equity securities

7 OPTION SHARES

The provisions of Articles 6 1 to 6 4 shall not apply to any Option Shares

8 ALL SHARES TO BE FULLY PAID UP

Unless the Company otherwise resolves by ordinary resolution, no share will 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

SHARE TRANSFERS

9 PROHIBITED TRANSFERS

9 1 Any person who holds, or becomes entitled to, any Share shall not effect a transfer of any Share except a transfer in accordance with Article 10 (Permitted Transfers), Article 11 (Pre-emption), Article 12 (Compulsory Transfer), Article 14 (Drag Along), Article 15 (Tag Along) or Article 16 (Co-Sale) Notwithstanding any other provisions in these Articles, the Board may waive the application of any transfer restriction and proceed to register such transfer provided that any waiver of the provisions of Article 9 2 or Article 11 (Pre-emption) shall first require the consent of an Investor Director

9 2 The Founders shall not (and shall procure that none of their Permitted Transferees shall) without the prior written consent of the Investor Majority (not to be unreasonably withheld or delayed) sell or otherwise dispose of any Shares held by them or their Permitted Transferees until the third anniversary of the adoption of these articles at the earliest This Article 9 2 shall not apply to any Permitted Transfer made by a Founder and shall cease to have any effect in the event of a Qualifying IPO or a Sale

9 3 The Directors may only refuse to register the transfer of a Share if such transfer is not made in accordance with the provisions of these Articles and the Directors shall in any event refuse to register the transfer of any Shares pursuant to an Acquisition unless the proceeds received therefrom are distributed in accordance with the provisions of Article 4

10 PERMITTED TRANSFERS

10 1 Family transfers

Any Shareholder who is an individual and who was a Shareholder at the time of adoption of these Articles may at any time transfer any Share to a Family Member over the age of 18 or to the trustees of a Family Trust

10 2 Transfers by trustees of Family Trusts

10 2 1 Any Shareholder who is a trustee of a Family Trust may at any time transfer any Share to

- (a) the new or remaining trustees of the Family Trust upon any change of trustees,
- (b) the trustees of any other Family Trust in relation to the same individual pursuant to the terms of such Family Trust, and
- (c) any person becoming entitled to that Share under the terms of that Family Trust

10 2 2 If and whenever any of the Shares held in Family Trust cease to be held under trust (other than pursuant to 10 2 1(c)) the trustees shall immediately give a Transfer Notice in respect of the Shares concerned and in default of giving such a Transfer Notice, the trustees shall be deemed to have given such notice on such event

10 3 Intragroup transfers

10 3 1 Any Shareholder which is a body corporate may at any time transfer any Shares held by it to any of its subsidiaries, holding companies or subsidiaries of such holding companies (for the purposes of this Article 10 3, the "**Group**")

10 3 2 Where Shares have been transferred under Article 10 3 1 (whether directly or by a series of transfers) from a body corporate (the "**Transferor Company**") to a member of the Group (the "**Transferee Company**") and subsequently the Transferee Company ceases to be a member of the Group of the Transferor Company, it shall be the duty of the Transferee Company to give a Transfer Notice immediately in respect of the relevant Shares and in default of giving such Transfer Notice, the Transferee Company shall be deemed to have given such notice on such cessation

10 3 3 For the purposes of Article 10 3 2, the expression the "**relevant Shares**" means and includes (so far as the same remains for the time being held by the Transferee Company) the Shares originally transferred and any additional Shares issued or transferred to the Transferee Company by virtue of the holding of the relevant Shares or any of them or the membership thereby conferred

10 3 4 The provisions of Article 10 3 2 shall not apply to any Investor where the relevant transfer takes place pursuant to a scheme of reconstruction or amalgamation under which the Transferor Company is placed in liquidation and the Transferee Company acquires the whole or the major part of its undertaking and assets

10 3 5 For the purposes of this Article 10 3, Oakley and Time Out (and the members of their respective Groups) shall be deemed to be members of the same Group

10 4 Permitted transfers by Investment Managers and Investment Funds

10 4 1 Notwithstanding any other provision of these Articles, a transfer of any shares may be made without restriction as to price or otherwise (and any such transfers shall be registered by the directors) between any Shareholder (or a nominee of a Shareholder) who is

- (a) a person whose principal business is to make, manage or advise upon investments (an “**Investment Manager**”), or
- (b) a fund, partnership, company, investment trust, syndicate or other entity whose principal business is to make investments and whose business is managed by an Investment Manager (an “**Investment Fund**”), or
- (c) a nominee of an Investment Manager of an Investment Fund,

and

- (d) where that Shareholder is an Investment Manager or a nominee of an Investment Manager
 - (i) any participant or partner in or member of any Investment Fund in respect of which the shares to be transferred 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), or
 - (ii) any Investment Fund whose business is managed by the Investment Manager who is or whose nominee is the transferor, or
 - (iii) any other Investment Manager who manages the business of the Investment Fund in respect of which the shares are held,
- (e) where that Shareholder is an Investment Fund or nominee of an Investment Fund
 - (i) any participant 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), or
 - (ii) 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
 - (iii) the Investment Manager who manages the business of the Investment Fund which is or whose nominee is the transferor

11 PRE-EMPTION

11.1 Service of transfer notice

11.1.1 Except in the case of a transfer pursuant to (i) Article 10 (*Permitted Transfers*), (ii) acceptance of a Qualifying Offer in accordance with Article 14 (*Drag Along*), (iii) Article 15 (*Tag Along*), or (iv) Article 16 (*Co-Sale*), a Shareholder who wishes to transfer any Shares (the "**Seller**") shall give notice in writing of such wish to the Company (the "**Transfer Notice**") Each Transfer Notice shall

- (a) relate to one class of Shares only,
- (b) specify the number and class of Shares which the Seller wishes to transfer (the "**Sale Shares**"),
- (c) specify the identity of any person to whom the Seller wishes to transfer the Sale Shares (the "**Proposed Transferee**"),
- (d) specify the price per Share (the "**Proposed Price**") at which the Seller wishes to transfer the Sale Shares,
- (e) state whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 11 ("**Total Transfer Condition**"),
- (f) be deemed to constitute the Company the Seller's agent for the sale of the Sale Shares at the Sale Price (as defined below) in the manner prescribed by these Articles, and
- (g) not be varied or cancelled without the approval of the Board

11.2 Determination of Sale Price

The Sale Shares shall be offered for purchase in accordance with this Article 11 at a price per Sale Share (the "**Sale Price**") of either the Proposed Price or if there is no Proposed Price, the Sale Price shall be the price per share reported on by the Valuers as their written opinion of the open market value of each Sale Share in accordance with Article 11.11 (the "**Market Value**") as at the date of service of the Transfer Notice in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report

11.3 Service of Transfer Notice by the Board

The Board shall no more than 5 business days after the Sale Price has been agreed or determined give a notice (for the purposes of this Article 11, an "**Offer Notice**") to all Shareholders to whom the Sale Shares are to be offered in accordance with these Articles

11.4 Offer Notice

An Offer Notice shall expire 15 business days after its service and shall

- (a) specify the Sale Price,
- (b) contain the other information set out in the Transfer Notice, and
- (c) invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Shares specified by them in their application

11 5 Offerees

- 11 5 1 The Sale Shares shall be offered to all Shareholders (other than the Seller or any other Shareholder who is then bound to give, has given or is deemed to have given a Transfer Notice) in proportion to the total number of Shares (on an as converted basis using the then current Conversion Rate) held by them respectively
- 11 5 2 Shareholders who accept the Offer shall be entitled to indicate that they would accept, on the same terms, Sale Shares that have not been accepted by the other Shareholders (for the purpose of this Article 11, "**Excess Shares**")
- 11 5 3 To the extent that any Sale Shares have not been accepted by Shareholders during the period specified in Article 11 4, such Excess Shares shall be offered to those Shareholders who have indicated that they would accept Excess Shares ("**offer of Excess Shares**")
- 11 5 4 In the case of an offer of Excess Shares the expiry date of the Offer Notice shall be extended by a further 10 business days
- 11 5 5 Excess Shares shall be allocated pro rata to the aggregate number of Shares held by Shareholders accepting Excess Shares provided that no such Shareholder shall be allotted more than the maximum number of Excess Shares that such Shareholder has indicated he is willing to accept

11 6 Allocation of Sale Shares

After the expiry date of the Offer Notice (or, if earlier, after valid applications being received for all the Sale Shares in accordance with Article 11 5), the Board shall allocate the Sale Shares in accordance with the applications received, subject to Article 11 5 5 and the other provisions of these Articles, save that

- 11 6 1 if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants with such rounding as the Board shall think fit,
- 11 6 2 if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made, and no Sale Notice shall be served under Article 11 7, unless all the Sale Shares are allocated

11 7 Notice of purchasers

Subject to Article 11 6 2, within 5 business days of the expiry date of the Offer Notice (if applicable, as extended pursuant to Article 11 5 4), the Board shall give notice in writing (a "**Sale Notice**") to the Seller and to each person to whom Sale Shares have been allocated (each a "**Purchaser**") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the total price payable for them

11 8 Completion

Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice when the Seller shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relevant share certificates to that Purchaser

11 9 Sale by Seller

The Seller may, during the period of 60 business days commencing on the expiry date of the Offer Notice (if applicable, as extended pursuant to Article 11 5 4), sell all or any of those Sale Shares for which a Sale Notice has not been given by way of *bona fide* sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with the written consent of a Shareholder Majority, to sell only some of the Sale Shares under this Article 11 9

11 10 Failure to transfer by Seller

If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 11

- 11 10 1 the Board may authorise any person (who shall be deemed to be irrevocably appointed as the agent of that Seller for the purpose) to execute the necessary transfer of such Sale Shares with full title guarantee and free from all encumbrances and deliver it on the Seller's behalf,
- 11 10 2 the Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being re-presented duly stamped) register the Purchaser as the holder of such Sale Shares,
- 11 10 3 the Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held,
- 11 10 4 the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it, and
- 11 10 5 after the name of the Purchaser has been entered in the register of members in purported exercise of the power conferred by this Article 11 10, the validity of the proceedings shall not be questioned by any person

11 11 Valuer's role

If instructed to report on their opinion of Market Value under Article 11 2 the Valuers shall

- 11 11 1 act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders (except in the case of manifest error), and
- 11 11 2 proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the Shares, divided by the number of issued Shares but taking no account of any premium or any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares

11 12 Timing of opinion

The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Seller within 28 days of being requested to do so

11 13 Valuer's fees

The Valuers' fees for reporting on their opinion of the Market Value shall be paid as to one half by the Seller and as to the other half by the Purchasers pro rata to the number of Sale Shares purchased by them unless none of the Sale Shares are purchased pursuant to this Article 11, when the Seller shall pay all the Valuers' fees

12 COMPULSORY TRANSFER OR CONVERSION TO DEFERRED SHARES

12 1 In the event that any New Investor becomes a Defaulting Investor, all of the Shares held by it shall immediately and automatically convert into Deferred Shares, on the basis of one Deferred Share for each Share held

12 2 Where the provisions of Article 12 10 apply, the Board shall have the power, at its sole discretion, to declare that such number of Shares which would otherwise be deemed to be the subject of a Deemed Transfer Notice in accordance with Article 12.10, shall instead immediately be converted into Deferred Shares.

12 3 Transfer Event

In this Article 12, a "Transfer Event" occurs, in relation to any Shareholder

12 3 1 if that Shareholder being an individual has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 12, or

12 3 2 if that Shareholder makes or offers or purports to make any arrangement or composition with his creditors generally and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 12, or

12 3 3 if that Shareholder being a body corporate

(a) has a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets,

(b) has an administrator appointed in relation to it, or

(c) enters into liquidation (other than a voluntary liquidation for the purpose of a *bona fide* scheme of solvent amalgamation or reconstruction, or a dissolution of any Shareholder that is an Investment Fund provided that such Shares held are transferred as set out in Article 10 4 1), or

(d) has any equivalent action in respect of it taken in any jurisdiction,

and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 12, or

12 3 4 if a Shareholder or any Family Member or the trustees of any Family Trust of a Shareholder shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with Article 10 (*Permitted Transfers*), Article 11 (*Pre-emption*) and this Article 12 (*Compulsory Transfers*) or in breach of Article 15 (*Tag Along*) or Article 9 (*Prohibited Transfers*) and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 12 (save in the case of honest mistake provided that, within 10 business days following such Shareholder or Family Member or the trustees of the Family Trust (as the case may be) becoming aware of the mistake, such transaction is terminated and, where necessary, reversed),

- 12 3 5 if a Shareholder shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by Article 10 2 2 or 10 3 2 and within the following 12 months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 12 (save in the case of honest mistake provided that, within 10 business days following the trustees of the Family Trust or such Shareholder (as the case may be) becoming aware of the mistake, the requirements of Article 10 2 2 or 10 3 2, as appropriate, are complied with), or
- 12 3 6 if the Shareholder acquires Shares pursuant to a right or interest held by such Shareholder and any of the events set out in Articles 12 3 1 to 12 3 3 has occurred in respect of that Shareholder and within the twelve month period following such Shares being acquired the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 12, or
- 12 3 7 subject always to the provisions of Article 12 10, if that Shareholder is or becomes a Leaver and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 12

12 4 **Deemed transfer notice**

Upon the giving of a notification or the passing of a resolution under Article 12 3 that the same is a Transfer Event the Shareholder in respect of whom it is a Transfer Event (the "**Relevant Shareholder**") and any other Shareholder who has acquired Shares from him under a Permitted Transfer (directly or by means of a series of two or more Permitted Transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by such Shareholder(s) (whether vested or not) (a "**Deemed Transfer Notice**"), (which expression includes a Transfer Notice given under Article 10 2 2 or 10 3 2) The provisions of this Article 12 4 shall at all times be subject to the provisions of Article 12 10

12 5 **Persons included under Deemed Transfer Notice**

For the purpose of Articles 12 4 and 12 6, Shares received by way of rights or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more Permitted Transfers) shall also be treated as included within the Deemed Transfer Notice

12 6 **Effect on existing Transfer Notice**

A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice

12 7 **Disenfranchisement**

Notwithstanding any other provision of these Articles, if the Board so resolves in relation to any Shares, any Shareholder holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Shares

12 8 **Procedure for sale**

The Shares the subject of a Deemed Transfer Notice shall be offered for sale in accordance with Article 11 (*Pre-emption*) as if they were Sale Shares in respect of which

a Transfer Notice had been given and treating as the Seller the person who is deemed to have given the Deemed Transfer Notice save that

- 12 8 1 in respect of any Voluntary Leaver or a Leaver who leaves the Company for Cause (in each case other than a Founder, in which case Article 12 10 applies), the Sale Price in respect of his Shares (whether vested or not) shall be the lower of the Market Value and the nominal value per Sale Share and in all other circumstances, the Sale Price shall be a price per Sale Share agreed between the Seller and the Board or, in default of agreement within 15 business days after the making of the notification or resolution under Article 12 3 that the same is a Transfer Event, the Market Value of such Shares as at the date of the Transfer Event or in the case of a Transfer Event under Article 12 3 6 the date of the earlier event under Article 12 3 1 to 12 3 3 referred to therein (the “**Relevant Date**”),
- 12 8 2 a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable,
- 12 8 3 the Seller may retain any Sale Shares for which Purchasers are not found,
- 12 8 4 the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date,
- 12 8 5 Article 14 (*Drag Along*) shall not apply to the offer for sale contained in the Deemed Transfer Notice, and
- 12 8 6 in relation to any Leaver, any reference to Shares held by them shall be deemed to include any Shares held by any persons who acquired the Shares in connection with a Family Trust or being a Family Member of such Leaver

12 9 Permitted Transfers

Once a Deemed Transfer Notice shall under these Articles be deemed to have been served in respect of any Share then, except as approved by a Shareholder Majority no permitted transfer under Articles 10 1 to 10 4 (*inclusive*) may be made in respect of such Share unless and until an Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 11 (*Pre-emption*) shall have expired without such allocation

12 10 Reverse Vesting

If at any time before the fourth anniversary of the date of adoption of these Articles, a Founder becomes a Leaver then the relevant Founder shall be deemed to have given a Deemed Transfer Notice in respect of the following proportion of the aggregate of (i) the Ordinary Shares held by him and (ii) the Ordinary Shares transferred by him under any Permitted Transfer (directly or by means of a series of two or more Permitted Transfers), with the Sale Price for such Ordinary Shares if the Founder is a Voluntary Leaver or a Leaver who leaves for Cause being the lower of the Market Value per Sale Share and the nominal value per share and for any other reason, the Sale Price shall be Market Value

Until 26 June 2015	Between 27 June 2015 and 26 June 2016	Between 27 June 2016 and 26 June 2017	Between 27 June 2017 and 26 June 2018
100%	75%	50%	25%

12 11 Offer of Shares to existing Shareholders

All Ordinary Shares subject to a Deemed Transfer Notice pursuant to Article 12 10 and Article 12 3 7 shall be offered in accordance with the provisions of Article 11 to all Shareholders who are not subject to the Deemed Transfer Notice

13 COMPLIANCE

13 1 Furnishing of information

For the purpose of ensuring compliance with the transfer provisions of these Articles, the Company may require any Relevant Shareholder or other Shareholder to procure that

13 1 1 he, or

13 1 2 any proposed transferee, or

13 1 3 such other person as is reasonably believed to have information and/or evidence relevant to such purpose,

provides to the Company any information and/or evidence relevant to such purpose and reasonably required and until such information and/or evidence is provided the Company shall refuse to register any relevant transfer (otherwise than with the approval of the Board)

13 2 Appointment of attorney

Each Shareholder hereby irrevocably appoints the Company as his agent (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this Article 13 2) to give effect to the provisions of these Articles

14 DRAG ALONG

14 1 Qualifying Offer

In these Articles a "Qualifying Offer" shall mean a bona fide offer in writing by or on behalf of any third party (for the purposes of this Article 14, the "Offeror") to the holders of the entire equity share capital in the Company to acquire all their equity share capital for a specified amount of consideration

14 2 Acceptance by majority

If

14 2 1 the holders of more than

- (a) 50% of the Ordinary Shares, and
- (b) 50% of the Seed Preferred Shares, or

14 2 2 following the third anniversary of the date of adoption of these Articles, the holders of more than 50% of the Equity Shares then in issue,

(the "**Accepting Shareholders**") wish to accept a Qualifying Offer, the Accepting Shareholders shall have the option (a "**Drag Along Option**") to require all the other holders of equity share capital to accept the Qualifying Offer in respect of the shares held by them

14 3 **Obligation to accept Qualifying Offer**

The Accepting Shareholders may exercise the Drag Along Option by giving written notice (a "**Drag Along Notice**") to the remaining holders of the equity share capital (the "**Other Shareholders**") of their wish to accept the Qualifying Offer and the Other Shareholders shall (provided that the Accepting Shareholders accept the Qualifying Offer)

14 3 1 become bound to accept the Qualifying Offer, and

14 3 2 execute all such documents and do all such acts or things which are necessary to transfer their shares to the Offeror in accordance with these Articles

14 4 **Appointment of attorney**

Each of the Other Shareholders shall, on service of the Drag Along Notice be deemed to have irrevocably appointed each of the Accepting Shareholders severally to be his attorney to execute all such documents and do all such acts or things which are necessary to transfer his Shares to the Offeror

14 5 **Proceeds of Sale**

In connection with the Qualifying Offer, the provisions of Article 4 shall apply to any and all proceeds (whether cash or otherwise) of such Qualifying Offer and save as aforesaid the provisions of this Article 14 shall prevail over any contrary provisions of these Articles including rights of pre-emption and other restrictions contained in these Articles which shall not apply on any sale and transfer of Shares to the Offeror Any Transfer Notice or Deemed Transfer Notice served in respect of any Shares shall automatically be revoked by the service of a Drag Along Notice

15 **TAG ALONG**

15 1 **Sale of Majority**

If at any time (i) one or more Shareholders (the "**Proposed Sellers**") propose to sell, in one or a series of related transactions, Shares which would result in more than 50% of the equity share capital (the "**Majority Holding**") being held by any one person, or persons acting in concert, or group of connected persons (not being an existing Shareholder or Shareholders) (the "**Proposed Purchaser**"), and (ii) a Drag Along Notice has not been served in respect of that sale pursuant to Article 14, then the proposed sale will not be effective unless before the transfer is lodged for registration the Proposed Purchaser has made a bona fide unconditional offer in accordance with Article 15 2 to purchase, at the Proposed Sale Price (as defined in Article 15 3) and otherwise on the same terms, all the equity share capital held by the Shareholders (other than the Proposed Sellers and any person acting in concert with or otherwise connected with the Proposed Purchaser) (the "**Minority Shareholders**")

15 2 Notice of proposed sale

An offer made under Article 15 1 shall be in writing, open for acceptance for at least 21 days and shall be deemed to be rejected by any Minority Shareholder who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer

15 3 Proposed Sale Price

For the purposes of this Article 15, "**Proposed Sale Price**" shall mean a price per share at least equal to the highest price paid by the Proposed Purchaser for the shares constituting any of the Majority Holding or any equity share capital held by any persons acting in concert with or otherwise connected with the Proposed Seller, within the previous six months

15 4 Proceeds of sale

The provisions of Article 4 (*Return of Capital*) shall apply to the proceeds of any sale of Shares effected under this Article 15

16 CO-SALE

16 1 No transfer (other than a Permitted Transfer, a compulsory transfer pursuant to Article 12, or a transfer pursuant to Article 14 in connection with a Qualifying Offer in respect of which the Drag Along Option has been exercised, or a transfer in connection with a sale to which Article 15 applies) of any of the Shares may be made or validly registered unless the relevant Shareholder (a "**Selling Shareholder**") shall have observed the following procedures of this Article 16

16 2 After the Selling Shareholder has gone through the pre-emption process set out in Article 11, the Selling Shareholder shall give to each Shareholder who has not taken up their pre-emptive rights under Article 11 not less than 15 business days' notice in advance of the proposed sale (a "**Co-Sale Notice**") The Co-Sale Notice shall specify

16 2 1 the identity of the proposed purchaser (the "**Buyer**"),

16 2 2 the price per share which the Buyer is proposing to pay,

16 2 3 the manner in which the consideration is to be paid,

16 2 4 the number of Shares which the Selling Shareholder proposes to sell, and

16 2 5 the address where the counter-notice should be sent

16 3 Each Shareholder shall be entitled within five business days after receipt of the Co-Sale Notice, to notify the Selling Shareholder that they wish to sell a certain number of Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Shares which such Shareholder wishes to sell The maximum number of shares which a Shareholder can specify in its counter-notice and sell under this procedure shall be

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

where

X is the number of Shares held by the Shareholder,

Y is the total number of Equity Shares, and

Z is the number of Equity Shares the Selling Shareholder proposes to sell

Any Shareholder 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 shares

- 16 4 Following the expiry of five business days from the date the Shareholders receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Shareholders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Shareholders have specified in counter-notices that they wish to sell, provided that at the same time the Buyer (or another person) purchases from the relevant Shareholders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder from the Buyer
- 16 5 No sale by the Selling Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice
- 16 6 Sales made by Shareholders pursuant to a Co-Sale Notice in accordance with this Article 16 shall not themselves be subject to Article 11 (Pre-Emption)

SHAREHOLDERS MEETINGS

17 PROCEEDINGS OF SHAREHOLDERS

17 1 Quorum

17 1 1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business

17 1 2 Three persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation, of which (in each case to the extent that there are Founders or Investors) at least

- (a) one is a Founder (or representing a Founder),
- (b) one is, for so long as it holds at least 10% of the Equity Shares, Entrée Capital (or representing Entrée Capital), and
- (c) one is, for so long as the New Investors together hold at least 10% of the Equity Shares, Oakley or Time Out (or representing Oakley or Time Out),

shall be a quorum, provided that if (i) Entrée Capital is not present at a proposed general meeting and such general meeting is rescheduled for a date not less than 48 hours later, the attendance of Entrée Capital shall not be a requirement for a quorum, and (ii) if neither Oakley nor Time Out is present at a proposed general meeting and such general meeting is rescheduled for a date not less than 48 hours later, the attendance of Oakley or Time Out shall not be a requirement for a quorum

17 2 Voting

17 2 1 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

17 2 2 A poll may be demanded by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

- 17 2 3 Model Article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made " as a new paragraph at the end of that Model Article

17 3 Delivery of proxies

The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting or to the place of the meeting at any time before the time appointed for the holding of the meeting

DIRECTORS

18 NUMBER OF DIRECTORS

The number of Directors shall not be less than two in number nor more than five

19 APPOINTMENT AND REMOVAL OF DIRECTORS

- 19 1 For so long as Entrée Capital or any of its Permitted Transferees holds any Equity Shares, such Shareholder shall have the right from time to time to appoint one person to be a non-executive director of the Company (the "**Entrée Director**") and to remove from office any person so appointed and to appoint another person in his place. The relevant appointor(s) shall also be entitled to require that any such Entrée Director be appointed as a non-executive director of each subsidiary of the Company and to be appointed to (a) any committee or sub-committee of or established by the Board (or any committee thereof) and (b) any committee or sub-committee of or established by the board of directors of any Group Company

- 19 2 For so long as the New Investors or any of their Permitted Transferees hold together

19 2 1 at least 15% of the fully diluted share capital of the Company, such shareholder(s) shall have the right (acting jointly) from time to time to appoint two persons to be directors, or

19 2 2 less than 15% of the fully diluted share capital of the Company, but at least 5% of the fully diluted share capital of the Company, such shareholder(s) shall have the right (acting jointly) from time to time to appoint one person to be a director,

of the Company and to remove from office any person so appointed and to appoint another person in his place. The relevant appointor(s) shall also be entitled to require that any such Investor Director be appointed as a director of each subsidiary of the Company and to be appointed to (a) any committee or sub-committee of or established by the Board (or any committee thereof) and (b) any committee or sub-committee of or established by the board of directors of any Group Company

- 19 3 For so long as a Founder or any of his Permitted Transferees holds any Equity Shares, such Founder shall have the right from time to time to appoint one person to be a director of the Company and to remove from office any person so appointed and to appoint another person in his place (each a "**Founder Director**"). The relevant Founder shall also be entitled to require that any such Founder Director be appointed as a director of each subsidiary of the Company and to be appointed to (a) any committee or sub-committee of or established by the Board (or any committee thereof) and (b) any committee or sub-committee of or established by the board of directors of any Group Company

- 19 4 Any appointment or removal pursuant to Articles 19 1, 19 2 or 19 3 shall be in writing, served on the Company and signed by the relevant appointor(s). Such appointment or removal (which may consist of several documents) may be signed by or on behalf of any

such holder by any director or the secretary of such holder (if a corporation), by its duly appointed attorney or by its duly authorised representative (if a corporation)

- 19 5 Model Article 17(1) shall be modified by the inclusion, at the end of that Model Article, of the words “provided that the appointment does not cause the number of Directors to exceed the maximum number set out in Article 19 of these Articles”

20 ALTERNATE DIRECTORS

20 1 Appointment of alternate directors

A Director (other than an alternate director) may appoint any other Director to be an alternate director and may remove from office an alternate director so appointed

20 2 Alternate to count in quorum

A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum

20 3 Right of alternate to vote and count in quorum

Any Director who is appointed an alternate director shall be entitled to vote at a meeting of the Board on behalf of the Director so appointing him in addition to being entitled to vote in his own capacity as a Director and shall also be considered as two Directors for the purpose of making a quorum of Directors unless he is the only individual present

21 PROCEEDINGS OF DIRECTORS

21 1 Quorum

The quorum for the transaction of business of the Board shall be two Directors, one of whom must be an Investor Director unless either

21 1 1 an Investor Director has previously agreed otherwise in writing, or

21 1 2 there is no Investor Director in office at the time

21 2 Chairman

The Directors may appoint the chairman of the Board (“**Chairman**”) and may remove and replace any such Chairman

21 3 Casting vote of Chairman and CEO

The Chairman of the meeting shall not have a second or casting vote, in the case of an equality of votes however the chief executive officer of the Company (if he is so present at the meeting) shall have a second or casting vote in the case of an equality of votes

21 4 Telephonic board meetings

21 4 1 Any Director or alternate director may validly participate in a meeting of the Board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote

21 4 2 Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of

the Board notwithstanding that a quorum of Directors is not physically present in the same place

- 21 4 3 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

21 5 Decisions of Directors

- 21 5 1 Any decision of the Directors must be a majority decision

- 21 5 2 Any decision of the Directors must be taken at a meeting of the Directors in accordance with these Articles or in the form of a directors' written resolution

21 6 Resolutions in writing

- 21 6 1 A resolution executed by all the Eligible Directors, or by all the members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the Directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held

- 21 6 2 For the purposes of this Article 21 6

- (a) a resolution shall consist of one or more written instruments (including faxes) or one or more electronic communications sent to an address specified for the purpose by the secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect,
- (b) a written instrument is executed when the person executing it signs it,
- (c) an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the secretary shall prescribe,
- (d) the Directors, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication,
- (e) a resolution shall be effective when the secretary certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 21 6, and
- (f) if no secretary is appointed, the chairman shall perform the functions of the secretary under this Article 21 6

22 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- 22 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- 22 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested,

- 22 3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- 22 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- 22 5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 22 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

23 DIRECTORS' CONFLICTS

- 23 1 The Directors may, in accordance with the requirements set out in this Article 23, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**")
- 23 2 Any authorisation under this Article 23 will be effective only if
 - 23 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine,
 - 23 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
 - 23 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 23 3 Any authorisation of a Conflict under this Article 23 may (whether at the time of giving the authorisation or subsequently)
 - 23 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - 23 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict,
 - 23 3 3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict,
 - 23 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit,
 - 23 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in

relation to the Company's affairs where to do so would amount to a breach of that confidence, and

- 23 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters
- 23 4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict
- 23 5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 23 6 A Director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in his appointor(s) (or any Permitted Transferee of such appointor(s)) and no authorisation under Article 23 1 shall be necessary in respect of any such interest
- 23 7 A Director shall (a) be entitled from time to time to disclose to his appointor(s) (and to any Permitted Transferee of such appointor(s)) such information concerning the business and affairs of the Company as he shall at his discretion see fit, and (b) shall not, where he has obtained information that is confidential to his appointor(s) (or to any Permitted Transferee of such appointor(s)), be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence
- 23 8 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

24 BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital, and, subject to the Act, to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.

25 COMMITTEES

25 1 Delegation to committees

The Directors may delegate any of their powers, authorities and discretions for such time and on such terms and conditions as it thinks fit to any committee consisting of one or more Directors (including at least one Investor Director, where such Director is in office)

25 2 Exercise of power by committees

Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Board and that power, authority or discretion has been delegated by the Board to a committee, the provisions shall be construed as permitting the exercise of the power, authority or discretion by the committee

26 NOTICES

26 1 Delivery of notices

Any notice to be given to the Company pursuant to these Articles shall be sent by post to the registered office of the Company or presented at a meeting of the Board

26 2 Delivery of fax

No notice shall be given pursuant to these Articles by facsimile transmission

27 INDEMNITY

Subject to the provisions of and so far as may be consistent with the Act, but not without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office

28 INSURANCE

Subject to the provisions of and so far as they may be consistent with the Act, the Board shall have the power to purchase and maintain for any Director or other officer (other than auditors) insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company