

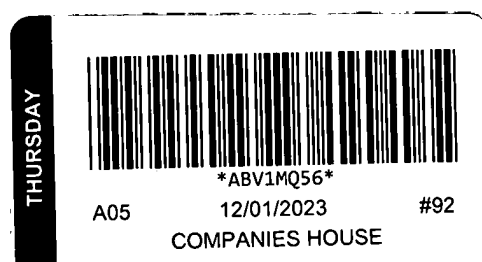
DATED

31 December 2022

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



10 Queen Street Place, London EC4R 1BE
bateswells.co.uk



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COMPANY NO. 08570611

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

UPDRAFT WP SOFTWARE LIMITED

(Adopted by special resolution passed on 28 December 2022)

Introduction

1. Interpretation

1.1 In these Articles, the following words have the following meanings:

"Appointor"	has the meaning given in article 12.1;
"Articles"	the Company's articles of association for the time being in force;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"CA 2006"	the Companies Act 2006;
"Compulsory Transfer"	a transfer of shares which occurs as a result of any of the events in Article 17.1;
"Conflict"	a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;
"Control"	has the meaning given to it in section 1124 of the Corporation Tax Act 2010;
"Deemed Transfer Notice"	a Transfer Notice that is deemed to have been served under any provisions of these Articles;
"Eligible Director"	any Eligible Xibo Director or Eligible Updraft Director (as the case may be);
"Eligible Updraft Director"	an Updraft Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Updraft Director whose vote is not to be counted in respect of the particular matter);
"Eligible Xibo Director"	a Xibo Director who would be entitled to vote on the matter at a meeting of directors (but excluding any Xibo Director whose vote is not to be counted in respect of the particular matter);

"Encumbrance"	any interest or equity of any person (including any right to acquire, option, right of pre-emption, any agreement in respect of voting rights or commitment to give or create voting rights) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.
"Fair Value"	in relation to shares, as determined in accordance with article 18;
"Family Trust"	in relation to a shareholder, a trust set up for the benefit of that shareholder and/or shareholder's Privileged Relation;
"First Offer Shareholders"	in respect of an offer of Ordinary Shares, the other holders of Ordinary Shares.
"Interested Director"	has the meaning given in article 9.1;
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>) as amended prior to the date of adoption of these Articles and reference to a numbered Model Article is a reference to that article of the Model Articles;
"Ordinary Share(s)"	the ordinary shares of £1.00 each in the capital of the Company from time to time;
"Original Shareholder"	a shareholder who holds shares in the Company on the date of adoption of these Articles;
"Permitted Transfer"	a transfer of shares made in accordance with article 16;
"Permitted Transferee"	means: <ul style="list-style-type: none"> (a) in relation to a shareholder, any member of the same Shareholder Group as an Original Shareholder; and (b) in relation to a person who is in Control of a shareholder, that person or any of his Privileged Relations or the trustees of his Family Trust(s).
"Preference Share"	the preference share of £1.00 in the capital of the Company;
"Privileged Relation"	means in relation to any person who is in Control of a shareholder at the date of the adoption of these Articles, their spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step and adopted children and grandchildren).
"Sale Shares"	has the meaning given in article 15.1.
"Seller"	has the meaning given in article 15.1.

"Shareholder Group"	means in relation to a shareholder, that shareholder and: (a) any subsidiary undertakings of that shareholder from time to time; or (b) any holding company of which that shareholder is, directly or indirectly, a wholly-owned subsidiary or wholly-owned subsidiary of any such parent undertaking or holding company from time to time.
"Transfer Notice"	has the meaning given in article 15.1.
"Transfer Price"	has the meaning given in article 15.1.2.
"Updraft Director"	any director appointed to the Company by Updraft Group Ltd;
"Updraft Group Ltd"	a company registered in England and Wales with company number 13733929;
"Valuer"	an independent firm of chartered accountants appointed by the Company and the Seller in accordance with article 18;
"Writing or written"	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;
"Xibo Director"	any director appointed to the Company by Xibo Group Ltd.
"Xibo Group Ltd"	a company registered in England and Wales with the company number 12821902.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the CA 2006 shall have those meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to any legislation or legislative provision is a reference to it as it is in force on the date when these Articles become binding on the Company.
- 1.6 A reference to any legislation or legislative provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company under that legislation or legislative provision.

- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Adoption of the Model Articles

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Model Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22(2), 26(5), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur".
- 2.4 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".
- 2.5 Model Articles 27(2)(a) and (b) shall be amended by the insertion, in each case, of the words "and to any other agreement to which the holder was party at the time of his death" after the words "subject to the articles".
- 2.6 Model Article 28(2) shall be amended by the deletion of the word "If" and the insertion of the words "Subject to the articles and to any other agreement to which the holder was party at the time of his death, if" in its place.
- 2.7 Model Articles 31(1)(a) to (c) (inclusive) shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Model Article 31(d) shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

Directors

3. Directors' meetings

- 3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 4.
- 3.2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 3.3 All decisions made at any meeting of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it.

3.4 Each director has one vote at a meeting of directors.

3.5 If at any time before or at any meeting of the directors either a Xibo Director or an Updraft Director participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.

4. Unanimous decisions of directors

4.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

4.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

4.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter.

5. Number of directors

The number of directors shall not be less than two made up of at least one Xibo Director and one Updraft Director. No shareholding qualification for directors shall be required.

6. Calling a directors' meeting

6.1 A director may call a meeting of directors by giving not less than two Business Days' notice of the meeting (or such shorter period of notice as agreed in writing by at least one Xibo Director and one Updraft Director) to each director or by authorising the Company secretary (if any) to give such notice.

6.2 Notice of a directors' meeting must be accompanied by:

6.2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and

6.2.2 copies of any papers to be discussed at the meeting.

6.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing.

7. Quorum for directors' meetings

7.1 The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be an Eligible Xibo Director (or the Eligible Xibo

Director's alternate) and one at least an Eligible Updraft Director (or the Eligible Updraft Director's alternate).

7.2 No business shall be conducted at any meeting of directors unless a quorum is present at the beginning of the meeting and also when that business is voted on.

7.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 1 Business Day at the same time and place.

8. Casting vote

8.1 If the number of votes for and against a proposal at a meeting of directors are equal, the Eligible Updraft Director will have a casting vote.

8.2 Article 8.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Updraft Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

9. Directors' interests

9.1 For the purposes of section 175 of the CA 2006, the shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any Conflict proposed to them by any director which would, if not so authorised, involve a director (**Interested Director**) breaching their duty under section 175 of the CA 2006 to avoid conflicts of interest.

9.2 The Interested Director must provide the shareholders with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders.

9.3 Any authorisation by the shareholders of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

9.3.2 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;

9.3.3 provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

9.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the shareholders think fit;

- 9.3.5 provide that, where the Interested Director obtains, or has obtained (through the Interested Director's involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, the Interested Director 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
- 9.3.6 permit the Interested Director to absent themselves 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.
- 9.4 Where the shareholders authorise a Conflict:
 - 9.4.1 the Interested Director will be obliged to conduct themselves in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict; and
 - 9.4.2 the Interested Director will not infringe any duty they owe to the Company by virtue of sections 171 to 177 of the CA 2006, provided they act in accordance with such terms and conditions (if any) as the shareholders impose in respect of their authorisation.
- 9.5 The shareholders 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.
- 9.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which the director derives from or in connection with a relationship involving a Conflict which has been authorised by the shareholders in accordance with these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 9.7 Subject to sections 177(5) and 177(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of the director's interest to the other directors before the Company enters into the transaction or arrangement in accordance with the CA 2006.
- 9.8 Subject to sections 182(5) and 182(6) of the CA 2006, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of the director's interest to the other directors as soon as is reasonably practicable in accordance with the CA 2006, unless the interest has already been declared under article 9.7.
- 9.9 Subject, where applicable, to any terms, limits or conditions imposed by the shareholders in accordance with article 9.3, and provided a director has declared the nature and extent of their interest in accordance with the requirements of the CA 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 9.9.1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
- 9.9.2 shall be an Eligible Director for the purposes of any proposed decision of the directors in respect of such transaction or arrangement or proposed transaction or arrangement in which the relevant director is interested;
- 9.9.3 shall be entitled to vote at a meeting of directors or participate in any unanimous decision in respect of such transaction or arrangement or proposed transaction or arrangement in which the relevant director is interested;
- 9.9.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
- 9.9.5 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
- 9.9.6 shall not, save as the relevant director may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the CA 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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 their duty under section 176 of the CA 2006.

10. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the Company to retain a copy of such decisions.

11. Appointment and removal of directors

- 11.1 Xibo Group Limited shall, for so long as it holds shares in the Company, be entitled to appoint one person to be the Xibo Director and Updraft Group Limited shall, for so long as it holds shares in the Company, be entitled to appoint one person to be the Updraft Director.
- 11.2 Any Xibo Director may at any time be removed from office by Xibo Group Limited, for so long as it holds shares in the Company, and any Updraft Director may at any time be removed from office by Updraft Group Limited, for so long as it holds shares in the Company.
- 11.3 If any Xibo Director or any Updraft Director shall die or be removed from or vacate office for any cause, Xibo Group Limited, for so long as it holds shares in the Company, or Updraft Group Limited, for so long as it holds shares in the Company shall appoint in the relevant

director's place another person to be an Xibo Director or an Updraft Director (as the case may be).

- 11.4 Any appointment or removal of a director pursuant to this article shall be in writing and served on the other shareholder and the Company at its registered office, and on the director, in the case of the director's removal. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
- 11.5 The right to appoint and to remove Xibo Directors or Updraft Directors under this article shall be a class right attaching to the shares of each Original Shareholder respectively.

12. Alternate directors

- 12.1 Any director (other than an alternate director) (**Appointor**) may appoint any person (whether or not a director) other than an existing director representing the other class of shares, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the Appointor. In these Articles, where the context so permits, the term "Xibo Director" or "Updraft Director" shall include an alternate director appointed by an Xibo Director or a Updraft Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of the alternate's Appointors represents the same class of shares but not otherwise.
- 12.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the directors.
- 12.3 The notice must:
 - 12.3.1 identify the proposed alternate; and
 - 12.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that they are willing to act as the alternate of the director giving the notice.
- 12.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.
- 12.5 Except as the Articles specify otherwise, alternate directors:
 - 12.5.1 are deemed for all purposes to be directors;
 - 12.5.2 are liable for their own acts and omissions;
 - 12.5.3 are subject to the same restrictions as their Appointors; and
 - 12.5.4 are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors.

12.6 A person who is an alternate director but not a director may, subject to the person being an Eligible Director:

12.6.1 Be counted as participating for the purposes of determining whether a quorum is present at a meeting of directors (but only if that person's Appointor is an Eligible Director and is not participating); and

12.6.2 Participate in a unanimous decision of the directors (but only if that person's Appointor is an Eligible Director in relation to that decision, and does not themselves participate).

12.7 A director who is also an alternate director is entitled, in the absence of their Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an Eligible Director in relation to that decision), in addition to the director's own vote on any decision of the directors.

12.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if the alternate was a director but shall not be entitled to receive from the Company any remuneration in the alternate's capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

12.9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

12.9.1 when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or

12.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director; or

12.9.3 when the alternate director's Appointor ceases to be a director for whatever reason.

Shares

13. Share capital

13.1 The share capital of the Company shall comprise the Ordinary Shares and the Preference Share which shall, save as to entitlement to dividends (which shall be determined by the board acting on the authority of the shareholders), and appointment of directors (as set out in article 11.5) rank as *pari passu* in all respects.

13.2 On the transfer of any share as permitted by these Articles:

13.2.1 a share transferred to a non-shareholder shall remain of the same class as before the transfer; and

13.2.2 a share transferred to a shareholder shall automatically be redesignated on transfer as a share of the same class as those shares already held by the shareholder.

If no shares of a class remain in issue following a redesignation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class.

13.3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be the Original Shareholder holding shares of the relevant class present in person or by proxy. For the purpose of this article, the Original Shareholder present in person or by proxy may constitute a meeting.

13.4 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:

13.4.1 any alteration in the Articles;

13.4.2 any reduction, subdivision, consolidation, redenomination, or purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital.

13.5 The Company shall immediately cancel any shares acquired under Chapter 4 of Part 18 of the CA 2006.

14. Share transfers: general

14.1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share.

14.2 No shareholder shall transfer any share except:

14.2.1 a shareholder may transfer all (but not some only) of their shares in the Company for cash in accordance with the procedure set out in article 15;

14.2.2 in accordance with article 16; or

14.2.3 in accordance with article 17.

14.3 Subject to article 14.4, the directors must register any duly stamped or certified exempt transfer made in accordance with these Articles, unless:

14.3.1 it suspects that the proposed transfer may be fraudulent; or

14.3.2 the proposed transferee is an entity which competes directly or indirectly with the business of the Company or any Group Company.

14.4 The directors may, as a condition to the registration of any transfer of shares in the Company (whether to a Permitted Transferee or otherwise) require the transferee to provide the Company with the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006 and to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of any shareholders' agreement (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this article 14.4, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee and the Company has received all of the required particulars under section 790K of the CA 2006 if the transferee is a registrable person or relevant legal entity within the meaning of section 790C of the CA 2006.

14.5 Any transfer of shares by way of a sale under these Articles shall be deemed to include a warranty that the transferor sells the shares with full title guarantee.

14.6 Any Transfer Notice served in respect of the transfer of any shares (and any related Transfer Notice deemed to have been served by a Permitted Transferee under article 15.3) which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of the Deemed Transfer Notice.

15. Pre-emption rights on the transfer of shares

15.1 Except where the provisions of article 16 or article 17 apply, a shareholder (**Seller**) wishing to transfer their shares (**Sale Shares**) must give notice in writing (**Transfer Notice**) to the Company giving details of the proposed transfer including:

15.1.1 if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed buyer; and

15.1.2 the price (in cash) at which the Seller wishes to sell the Sale Shares (**Transfer Price**).

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

15.3 If an Original Shareholder serves a Transfer Notice under article 15.1, or is deemed to have served a Transfer Notice under article 17, any Permitted Transferee of that Original Shareholder to whom shares have been transferred in accordance with article 16.1 is also

deemed to have served a Transfer Notice in respect of all their shares on the same date as the Original Shareholder's Transfer Notice is served or is deemed to have been served (in the case of a Deemed Transfer Notice).

15.4 The Transfer Price for each Sale Share the subject of a Transfer Notice shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Seller and the Original Shareholder(s) or, in default of agreement within 20 Business Days of the date of service of the Transfer Notice, the Fair Value of each Sale Share determined in accordance with article 18. The Transfer Price for each Sale Share of a Permitted Transferee the subject of a Deemed Transfer Notice under article 15.3 shall be the same as the Transfer Price for each Sale Share of the Original Shareholder.

15.5 As soon as practicable following the determination of the Transfer Price, the directors shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 15 at the Transfer Price. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

15.6 The directors shall, subject to article 15.11, offer the Sale Shares in the following order of priority:

15.6.1 first, to the First Offer Shareholders (if any); and

15.6.2 second, to the Company,

in each case excluding any shareholder whose shares are, at the date of the Transfer Notice, the subject of a Deemed Transfer Notice.

15.7 The directors shall offer the Sale Shares first to the First Offer Shareholders (other than the Seller), inviting them to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (**First Offer Period**) for the maximum number of Sale Shares they wish to buy.

15.8 If:

15.8.1 at the end of the First Offer Period, the total number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the directors shall allocate the Sale Shares to each First Offer Shareholder who has applied for Sale Shares in the proportion which his existing holding of shares of the class being offered bears to the total number of shares of that class (excluding those held by the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements among the First Offer Shareholders shall be determined by the directors). No allocation shall be made to a shareholder of more than the maximum number of Sale Shares which the shareholder has stated they are willing to buy;

15.8.2 not all Sale Shares are allocated following allocations in accordance with article 15.8.1, but there are applications for Sale Shares that have not been satisfied, the directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set

out in article 15.8.1. The procedure set out in this article 15.8.2 shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and

15.8.3 at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the directors shall allocate the Sale Shares to the First Offer Shareholders in accordance with their applications. The balance (**Initial Surplus Shares**) shall be dealt with in accordance with article 15.9.

15.9 At the end of the First Offer Period, the directors shall offer the balance of the Initial Surplus Shares (if any) to the Company, inviting it to apply in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (**Second Offer Period**) for the maximum number of Initial Surplus Shares they wish to buy of the total remaining balance.

15.10 If:

15.10.1 at the end of the Second Offer Period, the number of Initial Surplus Shares applied for by the Company is equal to the balance of Initial Surplus Shares, the directors shall allocate the Initial Surplus Shares to the Company in accordance with their application; and

15.10.2 at the end of the Second Offer Period, the total number of Initial Surplus Shares applied for by the Company is less than the balance of Initial Surplus Shares, the balance remaining (**Second Surplus Shares**) may, with the prior written consent of the Original Shareholders, be transferred to the buyer identified in the Transfer Notice (if any) in accordance with article 15.15.

15.11 In the event that there are no First Offer Shareholders (other than the Seller(s)) at the date of the Transfer Notice and/or Deemed Transfer Notice(s) (as the case may be), article 15.7 and article 15.8 shall apply but the Sale Shares shall be offered first to the Company and the provisions of those articles shall apply to an offer of the Sale Shares to the Company mutatis mutandis.

15.12 The directors shall, when no further offers or allocations are required to be made under article 15.6 to article 15.10 (inclusive), give notice in writing of the allocations of Sale Shares (**Allocation Notice**) to the Seller and each shareholder to whom Sale Shares have been allocated (each an **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 20 Business Days, but not more than 30 Business Days, after the date of the Allocation Notice).

15.13 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, execute and deliver a transfer of the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice, together with the relevant share certificate(s) (or an indemnity in lieu thereof).

15.14 If the Seller fails to comply with article 15.13:

15.14.1 the chairperson (or, failing the chairperson, any other director or some other person nominated by a resolution of the directors) may, as agent on behalf of the Seller:

- (a) complete, execute and deliver in the Seller's name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- (b) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and
- (c) (subject to the transfers being duly stamped) enter the Applicants in the register of shareholders as the holders of the Sale Shares purchased by them; and

15.14.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until the Seller has delivered the certificate(s) for the relevant Sale Shares or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate, together, in either case, with such other evidence (if any) as the board may reasonably require to prove good title to those Sale Shares, to the Company.

15.15 Where an Allocation Notice does not relate to all the Sale Shares, then the Seller may, at any time during the 20 Business Days following the date of service of the Allocation Notice, transfer the Initial Surplus Shares (subject to article 15.11) or the Second Surplus Shares (subject to article 15.10.2) (as the case may be) to the buyer identified in the Transfer Notice (if any) at a price at least equal to the Transfer Price. The Seller shall not be permitted to transfer any such Initial Surplus Shares or Second Surplus Shares (as the case may be) to a third party buyer if that buyer was not identified in the Transfer Notice.

16. Permitted Transfers

16.1 Subject to article 16.2, an Original Shareholder may transfer up to 100% of the issued shares of the class held by that Original Shareholder on the date of adoption of these Articles to any of the Original Shareholder's Permitted Transferees without being required to follow the steps set out in article 15.

16.2 An Original Shareholder may only transfer shares to the trustees of a Family Trust of the person who is in Control of the Original Shareholder at the date of the adoption of these Articles if the holder(s) of a majority of the other class of shares are satisfied:

16.2.1 with the terms of the Family Trust and, in particular, with the powers of the trustees;

16.2.2 with the identity of the trustees; and

16.2.3 that no costs (including any liability to tax) incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.

16.3 Subject to article 16.2, any shareholder holding shares as a result of a Permitted Transfer made by an Original Shareholder in accordance with this article 16 may, at any time, transfer

their shares back to that Original Shareholder or to another Permitted Transferee of such Original Shareholder.

- 16.4 If a Permitted Transfer has been made to a Privileged Relation of a person who is in Control of an Original Shareholder at the date of the adoption of these Articles, that Privileged Relation shall within 10 Business Days of ceasing to be such a Privileged Relation (whether by reason of divorce, dissolution of a civil partnership or otherwise but not by reason of death) execute and deliver to the Company a transfer of the shares held by them to the Original Shareholder (or, if so directed by the Original Shareholder, to a Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, failing which the relevant Privileged Relation shall be deemed to have given a Transfer Notice in respect of the shares in accordance with article 15 and 17.2.
- 16.5 On the death or bankruptcy of a Privileged Relation (other than a joint holder) of a person in Control of an Original Shareholder on the date of the adoption of these Articles, their personal representatives or trustee in bankruptcy (as the case may be) shall offer the shares held by the Privileged Relation for transfer to the Original Shareholder or, if so directed by the Original Shareholder, to a Permitted Transferee of the Original Shareholder, within 20 Business Days after the grant of probate or the making of the bankruptcy order (as the case may be), for such consideration as may be agreed between the Original Shareholder and the personal representatives or trustee in bankruptcy (as the case may be).
- 16.6 If a transfer of the shares has not been executed and delivered within 20 Business Days of the grant of probate or the making of the bankruptcy order (as the case may be), the personal representatives or trustee in bankruptcy (as the case may be) shall be deemed to have given a Transfer Notice in respect of the shares in accordance with article 17.2.
- 16.7 If a Permitted Transfer has been made to the trustees of a Family Trust of a person in Control of an Original Shareholder on the date of the adoption of these Articles, the trustees of that Family Trust shall within 10 Business Days of that Family Trust ceasing to be for the benefit of such controller or their Privileged Relations execute and deliver to the Company a transfer of the shares held by them or the Family Trust to the Original Shareholder or, if so directed by the Original Shareholder, to a Permitted Transferee of the Original Shareholder, for such consideration as may be agreed between them, failing which the trustees shall be deemed to have given a Transfer Notice in respect of the shares in accordance with article 17.2.

17. Compulsory transfers

- 17.1 A shareholder is deemed to have served a Transfer Notice under article 15.1 immediately before any of the following events (**Compulsory Transfer**):
- 17.1.1 a change of Control occurs in respect of a shareholder without the prior written consent of the other shareholder, unless it is to a Privileged Relation of a person who is at the date of the adoption of these Articles in Control of such shareholder;
- 17.1.2 the passing of a resolution for the liquidation of the shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the

Shareholder Group (the structure of which has been previously approved by the other shareholder in the Company in writing) in which a new company assumes (and is capable of assuming) all the obligations of the shareholder;

17.1.3 the presentation at court by any competent person of a petition for the winding up of the shareholder;

17.1.4 the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder, a notice of appointment of an administrator to the shareholder or an application for an administration order in respect of the shareholder;

17.1.5 any step being taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the shareholder;

17.1.6 the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986;

17.1.7 the shareholder entering into a composition or arrangement with any of its creditors; or

17.1.8 the shareholder applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986.

17.2 The Deemed Transfer Notice has the same effect as a Transfer Notice, except that:

17.2.1 the Deemed Transfer Notice takes effect on the basis that it does not identify a proposed buyer or state a price for the Sale Shares and, subject to article 17.2.2, the Transfer Price for the Sale Shares shall be the aggregate Fair Value of those shares, determined by the Valuer in accordance with article 18;

17.2.2 the transfer price in respect of a Compulsory Transfer shall be restricted to the lower of the aggregate subscription price paid in respect of the Sale Shares, including any share premium, and the aggregate Fair Value of such Sale Shares.

18. Valuation

18.1 If a Valuer is to be appointed to determine the Fair Value of any Sale Shares in accordance with these Articles, the Company and the Seller agree that the accountants of the Company at the time will be appointed as the Valuer and will use reasonable endeavours to agree the terms of appointment with the Valuer.

18.2 If the accountants of the Company cannot act as they are conflicted, then either of the shareholders shall be entitled to request that the President for the time being of the Institute of Chartered Accountants in England and Wales (**ICAEW**) appointed the Valuer.

18.3 The Valuer shall be requested to determine the Fair Value within 10 Business Days of their appointment and to notify the shareholders in writing of their determination.

- 18.4 The Fair Value for any Sale Share shall be the price per share determined by the Valuer on the following bases and assumptions:
- 18.4.1 valuing each of the Sale 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 or for the rights or restrictions applying to the Sale Shares;
- 18.4.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- 18.4.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
- 18.4.4 the Sale Shares are sold free of all Encumbrances; and
- 18.4.5 the sale is taking place on the date the Valuer was requested to determine the Fair Value.
- 18.5 The shareholders are entitled to make submissions to the Valuer and will provide (or procure that the Company provides) the Valuer with such assistance and documents as the Valuer reasonably requires for the purpose of reaching a decision, subject to the Valuer agreeing to give such confidentiality undertakings as the shareholders may reasonably require.
- 18.6 To the extent not provided for by this Article 18, the Valuer may, in their reasonable discretion, determine such other procedures to assist with the valuation as they consider just or appropriate.
- 18.7 The Valuer shall act as expert and not as arbitrator and their written determination shall be final and binding on the shareholders in the absence of manifest error or fraud.
- 18.8 Each shareholder shall bear its own costs in relation to the reference to the Valuer. The Valuer's fees and costs properly incurred by them in arriving at their valuation shall be borne by the shareholders equally.

Decision making by shareholders

19. Quorum for general meetings

- 19.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, each of whom shall be an Original Shareholder representative or their proxy.
- 19.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

20. Chairing general meetings

The chairperson of the board of directors shall chair general meetings. If the chairperson is unable to attend any general meeting, the shareholder who appointed the chairperson shall be entitled to appoint another of their nominated directors present at the meeting to act as chair at the meeting or shall be entitled to appoint their proxy present at the meeting to act as chair at the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

21. Voting

At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is themselves a shareholder entitled to vote; on a poll every shareholder present in person or by proxy shall have one vote for each share of which they are the holder; and on a vote on a written resolution every shareholder has one vote for each share of which they are the holder.

22. Poll votes

- 22.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the CA 2006) present and entitled to vote at the meeting.
- 22.2 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 article.

23. Proxies

- 23.1 Model Article 45(1)(d) shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate".
- 23.2 Model Article 45(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

Administrative arrangements

24. Means of communication to be used

- 24.1 Subject to article 24.2, any notice, document or other information shall be deemed received by the intended recipient:
 - 24.1.1 if delivered by hand, at the time the notice, document or other information is left at the address;

- 24.1.2 if sent by pre-paid first class post or other next working day delivery service providing proof of postage, at 9.00 am on the second Business Day after posting; or
- 24.1.3 if sent by email, at the time of transmission provided the sender does not receive a message or notification indicating non-delivery.
- 24.2 If deemed receipt under article 24.1 would occur outside Usual Business Hours, the notice, document or other information shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this article, **Usual Business Hours** means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice, document or other information (which, in the case of service by email shall be deemed to be the same place as is specified for service of notices, documents or other information on the relevant recipient by hand or post).
- 24.3 To prove service, it is sufficient to prove that:
 - 24.3.1 if delivered by hand, the notice was delivered to the correct address;
 - 24.3.2 if sent by post, the envelope containing the notice was properly addressed, paid for and posted;
 - 24.3.3 if sent by email, the notice was properly addressed and sent to the email address of the recipient.
- 24.4 In proving that any notice, document or information was properly addressed, it will suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the CA 2006.

25. Indemnity and insurance

- 25.1 Subject to article 25.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - 25.1.1 each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by that person as a relevant officer:
 - (a) in the actual or purported execution and/or discharge of the relevant officer's duties, or in relation to them; and
 - (b) in relation to the Company's activities as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006),

including (in each case) any liability incurred by the relevant officer in defending any civil or criminal proceedings, in which judgment is given in the relevant officer's favour or in which the relevant officer is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on the relevant officer's part or in

connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

25.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by the relevant officer in connection with any proceedings or application referred to in article 25.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

25.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law and any such indemnity is limited accordingly.

25.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

25.4 In this article:

25.4.1 a "relevant officer" means any director or other officer of the Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the CA 2006), but excluding in each case any person engaged by the Company as auditor (whether or not that person is also a director or other officer), to the extent the person acts in their capacity as auditor; and

25.4.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund of the Company.