

THE COMPANIES ACT 2006

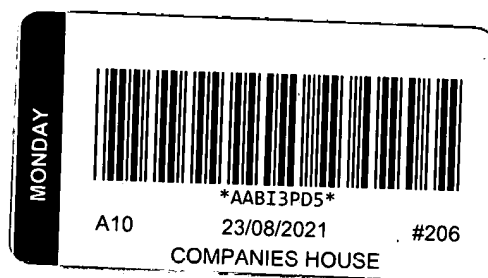
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

KORTEXT LIMITED

Adopted by special resolution passed on 17 June 2021



CONTENTS

1.	PRELIMINARY	1
2.	INTERPRETATION.....	1
3.	LIABILITY OF THE SHAREHOLDERS	7
4.	SHARES	8
5.	RETURN OF CAPITAL AND EXIT	8
6.	DIVIDENDS.....	9
7.	VOTES IN GENERAL MEETINGS.....	9
8.	CONVERSION OF SHARES	9
9.	ALLOTMENT OF NEW SECURITIES AND PRE-EMPTION RIGHTS.....	11
10.	ANTI-DILUTION	12
11.	SHARE TRANSFERS - GENERAL.....	15
12.	PERMITTED SHARE TRANSFERS	16
13.	SHARE TRANSFERS - PRE-EMPTION RIGHTS.....	17
14.	CO-SALE RIGHTS.....	19
15.	TAG-ALONG.....	20
16.	DRAG ALONG.....	22
17.	COMPULSORY TRANSFERS – GENERAL	24
18.	FAIR PRICE CALCULATION.....	24
19.	APPOINTMENT AND PROCEEDINGS OF DIRECTORS	25
20.	DIRECTORS' DECISIONS	26
21.	ALTERNATE DIRECTORS	27
22.	DIRECTORS' INTERESTS.....	28
23.	DIRECTORS' EXPENSES	29
24.	DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST.....	29
25.	MANAGEMENT OF DIRECTORS' CONFLICTS.....	29
26.	SECRETARY	31
27.	TRANSMISSION OF SHARES	31
29.	PROXY NOTICES.....	31
30.	NOTICES.....	32
31.	INDEMNITY AND INSURANCE	33

KORTEXT LIMITED

(Company Number 08617088)

(the 'Company')

1. PRELIMINARY

- 1.1 The model articles for private companies limited by shares set out in Schedule 1 of the Companies (Model Articles) Regulations 2008 as amended (the '**Model Articles**') shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with the following articles; and the following articles together with the Model Articles are the '**Articles**'.
- 1.2 References in the Articles:
- (a) to a numbered Article are to a numbered Article as set out in this document; and
 - (b) to a numbered Article of the Model Articles are to the Article as numbered in the Model Articles immediately upon the coming into force of the Companies (Model Articles) Regulations 2008.
- 1.3 Articles 8(1), 13, 14, 15, 27(2), 28 and 52 of the Model Articles shall not apply to the Company.
- 1.4 If there is any inconsistency between the following articles and the Model Articles, the following articles shall prevail.

2. INTERPRETATION

- 2.1 In these Articles:

'Act' means the Companies Act 2006 and every statutory modification or re-enactment of it for the time being in force;

'Acting in Concert' has the meaning given in the City Code on Takeovers and Mergers issued by The Panel on Takeovers and Mergers from time to time;

'Appointor' has the meaning given to it in Article 21.1;

'Arrears' means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient available profits to pay such dividend or sums, together with all interest and other amounts payable on that Share;

'Asset Sale' means the disposal by the Company of all or substantially all of its undertaking and assets (which shall include, without limitation, the grant by the Company of any exclusive licence of all or substantially the whole of the intellectual property of the Company not entered into in the ordinary course of business) other than to a Member of the same Group;

'Bad Leaver' an employee of any Group Company who becomes a Departing Employee in circumstances where he is not a Good Leaver;

'Board' means the board of Directors of the Company;

'Business Day' means a working day, as such term is defined in section 1173 of the Act;

'Buy Back Notice' has the meaning given to it in Article 13.6;

'Buy Back Period' has the meaning given to it in Article 13.6;

'CEO' means the chief executive officer of the Company from time to time;

'Chairman' has the meaning given to it in Article 19.8;

'Change of Control' means the acquisition by a Third Party Purchaser of any interest in Shares if, upon completion of that acquisition, the Third Party Purchaser together with any person Acting in Concert with that Third Party Purchaser (other than any such person who was already a member as at the Commencement Date) would be entitled to exercise more than 50% (fifty per cent) of the total voting rights normally exercisable by the Shares at any general meeting of the Company;

'Commencement Date' means the date of adoption of these Articles;

'Committed Capital' means Committed Capital Financial Services Limited, a company registered in England with company number 03810820 and its Permitted Transferees;

'Committed Capital Director' means a Director appointed following nomination pursuant to Article 19.2;

'Committed Capital Investors' means Mainspring Nominees (8) Limited and MNL Nominees Limited or any of their Permitted Transferees or nominees;

'Conditions' has the meaning given to in Article 8.5;

'Connected Persons' means persons who are so connected within the meaning of sections 1122 and 1123 of the Corporation Tax Act 2010;

'Co-Sale Buyer' has the meaning given in Article 14.2;

'Co-Sale Counter-Notice' has the meaning given in Article 14.2;

'Co-Sale Holder' has the meaning given in Article 14.2;

'Co-Sale Notice' has the meaning given in Article 14.2;

'Co-Sale Price' has the meaning given in Article 14.2;

'Co-Sale Seller' has the meaning given in Article 14.1;

'Departing Employee' an employee of any Group Company who ceases to be a director or employee of any Group Company and who does not continue as, or become, a director or employee of any Group Company;

'Directors' means the directors for the time being of the Company;

'DMGV' means DMGV Limited, a company registered in England with company number 05830195, and its Permitted Transferees;

'DMGV Director' means a Director appointed following nomination pursuant to Article 19.1;

'Drag Along Notice' has the meaning given in Article 16.3;

'Drag Along Option' has the meaning given in Article 16.2;

'Dragged Shareholders' has the meaning given in Article 16.2;

'Dragged Shares' has the meaning given in Article 16.3;

'Dragging Shareholders' has the meaning given in Article 16.1;

'Dragging Shares' has the meaning given in Article 16.2;

'Employee' means a Shareholder or prospective Shareholder who is employed by a Group Company;

'Equity Shares' means the Ordinary Shares, the Series A Preferred Shares and the Series B Preferred Shares;

'Exercising A Investor' has the meaning given in Article 10.1;

'Exercising B Investor' has the meaning given in Article 10.3;

'Exit' means an Asset Sale, an IPO or a Share Sale;

'Fair Price' is the price determined in accordance with Article 18;

'Family Controlled Company' means any body corporate the affairs of which are wholly and exclusively controlled by a Shareholder or a Privileged Relation of that Shareholder, either alone or jointly with one or more other Privileged Relations of that Shareholder; and **'Family Controlled'** shall be construed accordingly;

'Family Trust' means any trust (whether arising on a settlement inter vivos or testamentary disposition made by a Shareholder or any other person or arising on the intestacy of a Shareholder or any other person) under which no person, other than a Shareholder or a Privileged Relation of that Shareholder, has any beneficial interest in any Share (and no right of voting conferred by any Share is for the time being exercisable by, or subject to the consent of, any person other than the trustees of the trust as trustees);

'Founding Members' means James Gray, Katrin Gray, The KG Settlement Trust and John Kasumovic and **'Founding Member'** shall be construed accordingly;

'Fund Manager or Fund Adviser' means a person whose principal business is to make, manage or advise upon investments in securities;

'Good Leaver' means an employee of any Group Company who becomes a Departing Employee by reason of:

- (a) death;

- (b) permanent disability or permanent incapacity through ill-health;
- (c) retirement at normal retirement age;
- (d) ceasing to be employed by any Group Company as a result of a Group Company ceasing to be a Group Company; or
- (e) dismissal by the Company (or other Group Company) which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive;

'Group' means the Company and any Subsidiary Undertakings of the Company from time to time, and **'Group Company'** shall have the corresponding meaning;

'holder' in relation to Shares means the person whose name is entered in the Company's register of Shareholders as the holder of those Shares;

'Investment Fund' means a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager or Fund Adviser;

'Investor Director' means a Director appointed following nomination pursuant to Article 19.1 or 19.2;

'IPO' means the admission of all or any part of the Shares to listing on the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange plc's market for listed securities or the admission of all or any part of the Shares to trading on AIM, a market operated by London Stock Exchange plc, or the admission of all or any part of the Shares to listing and/or trading on any other recognised investment exchange;

'Issue or Reorganisation' means any return of capital, issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for, or as an alternative to, a cash dividend which is made available to the holders of Series A Preferred Shares and/or Series B Preferred Shares), any consolidation or sub-division or any repurchase or redemption of shares (other than Series A Preferred Shares and/or Series B Preferred Shares), or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company;

'Issue Price' means, in respect of any Share, the subscription price paid by the relevant Shareholder for that Share, including any premium;

'Manager' means James Gray;

'Member of the same Fund Group' means, if a Shareholder is an Investment Fund or a nominee of an Investment Fund:

- (a) a nominee of that Investment Fund;
- (b) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);

(c) any Parent Undertaking or Subsidiary Undertaking of the relevant Fund Manager or Fund Adviser, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager or Fund Adviser; or

(d) any trustee, nominee or custodian of such Investment Fund and vice versa;

'Member of the same Group' means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;

'New Securities' means any Shares (other than Anti-Dilution Shares) or other securities convertible into, or carrying the right to subscribe for those Shares, issued by the Company after the date of adoption of these Articles;

'New Shareholder' has the meaning given in Article 16.11;

'Offer Period' has the meaning given in Article 13.6;

'Option Scheme' means the Board approved option scheme in place prior to the Commencement Date;

'Ordinary Shares' means ordinary shares of £0.001 each in the capital of the Company;

'Original Shareholder' has the meaning given in Article 12.2;

'Parent Undertaking' and **'Subsidiary Undertaking'** have the meanings given respectively by section 1162 of the Act;

'Participating Shares' means the Ordinary Shares and the Series A Preferred Shares;

'Pension Scheme' means any pension scheme (as defined in section 1(5) of the Pension Schemes Act 1993) which is legally able to accept a transfer of shares;

'Permitted Transfer' means a transfer of Shares permitted by Article 12;

'Permitted Transferee' has the meaning given in Article 12.2;

'Preference Amount' means a price per share equal to the amount paid up or credited as paid up for such share together with a sum equal to any Arrears (which, for any Ordinary Shares converted into Series B Preferred Shares on or around the date of adoption of these Articles, shall be an amount equal to the Series B Original Subscription Price);

'Privileged Relation' means in relation to any individual Shareholder:

- (a) a grandparent of the Shareholder;
- (b) a lineal descendant of a grandparent of the Shareholder (including, for the avoidance of doubt and where applicable, another Shareholder);
- (c) a spouse, widow or widower of any such person as is mentioned in (a) or (b) above; and
- (d) a step-child or adopted child of any such person as is mentioned in (a) or (b) above;

'Proposed Drag Buyer' has the meaning given in Article 16.2;

'Proposed Tag Transfer' has the meaning given in Article 15.1;

'Qualifying IPO' means an IPO in which new Ordinary Shares are issued at an issue price per Ordinary Share of at least two times the Series B Preferred Subscription Price (subject to appropriate adjustment following any Bonus Issue or Reorganisation);

'Relevant Loss' has the meaning given in Article 31.3(a);

'Relevant Officer' has the meaning given in Article 31.3(b);

'Relevant Transferees' has the meaning given in Article 13.10;

'Remaining Shareholders' has the meaning given in Article 15.2;

'Sale Price' has the meaning given in Article 13.5;

'Sale Proceeds' means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale (less any fees and expenses payable by the selling Shareholders under that Share Sale);

'Sale Shares' has the meaning given in Article 13.3;

'Selling Party' has the meaning given in Article 15.1;

'Series A Anti-Dilution Shares' has the meaning given to it in Article 10.1;

'Series A Original Subscription Price' means £45.69 per Share;

'Series A Preferred Shares' means series A preferred shares of £0.001 each in the capital of the Company;

'Series A Qualifying Issue' has the meaning given to it in 10.1;

'Series B Anti-Dilution Shares' has the meaning given to it in 10.3;

'Series B Conversion Date' has the meaning given in Article 8.5;

'Series B Original Subscription Price' means £126.49 per Share;

'Series B Preferred Majority' means Shareholders holding between them more than 50% (fifty per cent) of the total Series B Preferred Shares in issue from time to time;

'Series B Preferred Shares' means series B preferred shares of £0.001 each in the capital of the Company;

'Series B Qualifying Issue' has the meaning given to it in 10.3;

'Shareholder' means any holder for the time being of Shares;

'Shares' means the Ordinary Shares, the Series A Preferred Shares, the Series B Preferred Shares and shares of any other class in the capital of the Company, all as may be in issue from time to time;

'Share Sale' means the transfer of any interest in any Shares (whether by one transaction or a series of transactions), other than a transfer by a member to a Permitted Transferee, which results in a Change of Control;

'Share Transfer Provisions' means Articles 11 to 18 (inclusive);

'Tag Accepting Shareholder' has the meaning given in Article 15.4;

'Tag Buyer' has the meaning given in Article 15.2;

'Tag Offer' has the meaning given in Article 15.2;

'Tag Offer Notice' has the meaning given in Article 15.3;

'Tag Offer Period' has the meaning given in Article 15.3;

'Tag Offer Price' has the meaning given in Article 15.2;

'Tag Sale Date' has the meaning given in Article 15.3;

'Third Party Purchaser' means any person who is not a member of the Company at the relevant date (or a Connected Person of such a person);

'Total Transfer Condition' has the meaning given in Article 13.4;

'Transfer Notice' has the meaning given in Article 13.2;

'Transferor' has the meaning given in Article 13.2;

'Valuer' means the Company's auditors or, if they are unable or unwilling to act, such independent firm of chartered accountants with appropriate experience in company valuations as is nominated by the President of the Institute of Chartered Accountants in England and Wales on request from the Board; and

'Winding Up' means a distribution pursuant to a winding up, dissolution or liquidation of the Company.

2.2 In these Articles:

- (a) the headings are for convenience only and shall be ignored in construing the meaning of these Articles;
- (b) words denoting the singular shall include the plural and vice versa; and
- (c) a reference to any gender shall include a reference to all the genders.

3. LIABILITY OF THE SHAREHOLDERS

The liability of the Shareholders is limited to the amount, if any, unpaid on the respective numbers of Shares held by them.

4. SHARES

Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any Share except an absolute right to the entirety of that Share vested in the holder.

5. RETURN OF CAPITAL AND EXIT

5.1 On a Winding Up, the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority:

- (a) first, in paying to the holders of the Series B Preferred Shares an amount per Series B Preferred Share equal to the Preference Amount of that Series B Preferred Share (provided that if there are insufficient surplus assets to pay an amount per Series B Preferred Share equal to the Preference Amount, the remaining surplus assets shall be distributed amongst the Shareholders holding Series B Preferred Shares pro rata to the amounts which such Shareholders would otherwise have been entitled to receive under this Article 5.1(a));
- (b) second, in paying to the holders of the Series A Preferred Shares an amount per Series A Preferred Share equal to the Preference Amount of that Series A Preferred Share (provided that if there are insufficient surplus assets to pay an amount per Series A Preferred Share equal to the Preference Amount, the remaining surplus assets shall be distributed amongst the Shareholders holding Series A Preferred Shares pro rata to the amounts which such Shareholders would otherwise have been entitled to receive under this Article 5.1(b); and
- (c) the balance of the assets (the "**Balance**") shall be distributed amongst the holders of Participating Shares and the holders of the Series B Preferred Shares such that 99.999% of the Balance shall be distributed to the holders of the Participating Shares *pari passu* as if the Participating Shares constitute a single class of Shares, pro rata to their respective holdings of Participating Shares, and 0.001% of the Balance shall be distributed to the holders of the Series B Preferred Shares, pro rata to their respective holdings of Series B Preferred Shares.

5.2 On a Share Sale, the Sale Proceeds shall be distributed in the order of priority set out in Article 5.1 and the Directors shall not register any transfer of Shares pursuant to a Share Sale if the Sale Proceeds are not distributed in the order of priority set out in Article 5.1 (save in respect of any Shares not sold in connection with that Share Sale) provided that, if the Sale Proceeds are not settled in their entirety upon completion of the Share Sale:

- (a) the Directors may register the transfer of the relevant Shares, provided that the Sale Proceeds due on the date of completion of the Share Sale have been distributed in the order of priority set out in Article 5.1; and
- (b) each Shareholder shall take any reasonable action (to the extent lawful and within its control) required to ensure that the Sale Proceeds in their entirety are distributed in the order of priority set out in Article 5.1.

5.3 On an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall (to the extent that the Company is lawfully permitted to do so) be distributed in the order of priority set out in Article 5.1. If on an Asset Sale it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action (including but not limited to actions that may be necessary to put the Company into voluntary liquidation) so that Article 5.1 applies.

- 5.4 Immediately prior to an IPO the Shareholders shall enter into such reorganisation of the share capital of the Company so as to ensure that the Series A Preferred Shares shall convert and be re-designated as fully paid Ordinary Shares on the basis that each such Series A Preferred Share (as applicable) shall convert into such number of Ordinary Shares as is required in order to ensure that if a Share Sale were to take place immediately after an IPO the holders would each receive an amount no less than as determined in accordance with Article 5.1 as if those Shares had remained Series A Preferred Shares.
- 5.5 In the event that the proceeds of a Share Sale or Asset Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the payment of proceeds from the previous distribution of proceeds in the order of priority set out in Article 5.1.

6. DIVIDENDS

Any profits available for distribution by the Company in accordance with the Act which the Company determines to distribute shall be distributed amongst the holders of Equity Shares *pari passu* as if the Equity Shares constitutes a single class of Shares, *pro rata* to their respective holdings of Equity Shares.

7. VOTES IN GENERAL MEETINGS

- 7.1 The Equity Shares shall confer on each holder the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2 Where Shares confer a right to vote, on a show of hands each holder of such Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.

8. CONVERSION OF SHARES

Conversion of Series A Preferred Shares

- 8.1 Any holder of Series A Preferred Shares may at any time, by notice in writing to the Company, require conversion of all (but not some only) of the Series A Preferred Shares held by it at any time into Ordinary Shares. Those Series A Preferred Shares shall convert automatically on the date of service of such notice on the Company (unless such notice states that conversion is to be effective on some later date, or when any conditions specified in the notice have been fulfilled, in which case conversion shall take effect on that later date, or when such conditions have been fulfilled, as the case may be).
- 8.2 No later than 5 Business Days after the date of conversion, each holder of the relevant Series A Preferred Shares shall deliver the certificate(s) (or an indemnity in a form reasonably satisfactory to the Directors for any lost share certificate) for the Series A Preferred Shares being converted (together with such other evidence (if any) as the Directors may reasonably require to prove good title to those Shares) to the Company at its registered office for the time being.
- 8.3 On conversion of Series A Preferred Shares pursuant to this Article 8, the relevant Series A Preferred Shares shall (without any further authority than is contained in these Articles) stand converted into Ordinary Shares on the basis of one Ordinary Share for each Series A Preferred Share held (subject to adjustment to take account of any sub-division, consolidation or re-classification of either the Series A Preferred Shares or the Ordinary Shares at any time

before a conversion in accordance with this Article 8) and the Ordinary Shares resulting from the conversion shall rank *pari passu* in all respects with the existing issued Ordinary Shares.

- 8.4 Within 5 Business Days following a conversion of Series A Preferred Shares pursuant to this Article 8, the Company shall enter the holder(s) of the converted Series A Preferred Shares in the register of Shareholders of the Company as the holder(s) of the appropriate number of Ordinary Shares and, subject to the relevant holder of Series A Preferred Shares delivering the relevant share certificate(s) (or indemnity or other evidence) in respect of the Series A Preferred Shares in accordance with Article 8.2, the Company shall, within 10 Business Days of conversion, forward a definitive share certificate for the appropriate number of fully paid Ordinary Shares to such holder of converted Series A Preferred Shares, by post to his address as shown in the Company's register of Shareholders, at his own risk and free of charge.

Conversion of Series B Preferred Shares

- 8.5 Any holder of Series B Preferred Shares may at any time, by notice in writing to the Company, require conversion of all (but not some only) of the Series B Preferred Shares held by it at any time into Ordinary Shares. Those Series B Preferred Shares shall convert automatically on the date of service of such notice on the Company (unless such notice states that conversion is to be effective on some later date, or when any conditions specified in the notice have been fulfilled, in which case conversion shall take effect on that later date, or when such conditions have been fulfilled, as the case may be) (the '**Conditions**') (the '**Series B Conversion Date**').
- 8.6 All of the fully paid Series B Preferred Shares shall automatically convert into Ordinary Shares:
- (a) on the date of a notice given by the Series B Preferred Majority (which date shall be treated as the Series B Conversion Date); or
 - (b) immediately upon the occurrence of a Qualifying IPO.
- 8.7 In the case of (i) Articles 8.5 and 8.6(a), not more than five Business Days after the Series B Conversion Date or (ii) in the case of Article 8.6(b), at least five Business Days prior to the occurrence of the Qualifying IPO, each holder of the relevant Series B Preferred Shares shall deliver the certificate(s) (or an indemnity in a form reasonably satisfactory to the Directors for any lost share certificate) for the Series B Preferred Shares being converted (together with such other evidence (if any) as the Directors may reasonably require to prove good title to those Shares) to the Company at its registered office for the time being.
- 8.8 Where conversion is mandatory on the occurrence of a Qualifying IPO, that conversion will be effective only immediately prior to and conditional upon such Qualifying IPO (and 'Series B Conversion Date' shall be construed accordingly) and, if such Qualifying IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 8.5, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.
- 8.9 On the Series B Conversion Date, the relevant Series B Preferred Shares shall (without any further authority than is contained in these Articles) stand converted into Ordinary Shares on the basis of one Ordinary Share for each Series B Preferred Share held (subject to adjustment to take account of any sub-division, consolidation or re-classification of either the Series B Preferred Shares or the Ordinary Shares at any time before a conversion in accordance with this Article 8) and the Ordinary Shares resulting from the conversion shall rank *pari passu* in all respects with the existing issued Ordinary Shares.

- 8.10 Within 5 Business Days of the Series B Conversion Date, the Company shall enter the holder(s) of the converted Series B Preferred Shares in the register of Shareholders of the Company as the holder(s) of the appropriate number of Ordinary Shares and, subject to the relevant holder of Series B Preferred Shares delivering the relevant share certificate(s) (or indemnity or other evidence) in respect of the Series B Preferred Shares in accordance with Article 8.7, the Company shall, within 10 Business Days of conversion, forward a definitive share certificate for the appropriate number of fully paid Ordinary Shares to such holder of converted Series B Preferred Shares, by post to his address as shown in the Company's register of Shareholders, at his own risk and free of charge.

9. ALLOTMENT OF NEW SECURITIES AND PRE-EMPTION RIGHTS

- 9.1 Subject to the provisions of the Act and these Articles, and without prejudice to any rights attached to any existing Shares, any Share may be issued with such rights or restrictions as the Company may determine in accordance with the respective corporate requirements including, but not limited to, this Article 9 (and section 550 of the Act is hereby excluded).

- 9.2 Subject to the remaining provisions of this Article 9, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

(a) offer or allot; and

(b) grant rights to subscribe for or to convert any security into,

any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper.

- 9.3 The authority referred to in Article 9.2:

(a) shall be limited to Shares up to a maximum aggregate nominal value of £290.538;

(b) shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and

(c) may only be exercised during the period of five years from the Commencement Date save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any Shares to be allotted after the expiry of such authority (and the Directors may allot Shares in pursuance of such offer or agreement as if such authority had not expired).

- 9.4 Subject to Article 9.5, any New Securities proposed to be allotted shall be offered first to the Shareholders holding Equity Shares on the same terms and at the same price as those New Securities are being offered to other persons. Any such offer shall be made by written notice and shall specify a time (being not less than 21 days from the date of the offer) within which the offer, if not accepted, will lapse (the '**Subscription Period**'). If, at the end of the Subscription Period, applications are received in respect of an aggregate number of New Securities in excess of or equal to that offered, the New Securities shall be allotted to those who have accepted the offer in proportion to the number of Equity Shares held by each applicant provided that no applicant shall be obliged to subscribe for more New Securities than the number for which he has applied and so that the provisions of this Article shall continue to apply mutatis mutandis until all the New Securities have been allotted accordingly. If, at the end of the Subscription Period, the number of applications received for the New Securities is less than that offered, the New Securities shall be allotted to the applicants in

accordance with their applications and the Directors may (subject to the provisions of the Act) allot any remaining New Securities to such persons and upon such terms, being no more favourable than those offered to the Shareholders, as they think fit. Any Shareholder which is an Investment Fund or nominee of an Investment Fund shall be entitled to nominate a Member of the same Fund Group to exercise its rights to subscribe to New Securities pursuant to this Article 9.4.

9.5 Article 9.4 shall not apply:

- (a) where the Shareholders determine by special resolution that it should not apply;
- (b) to the grant of options under the Option Scheme or the allotment and issue of Shares upon the exercise of options granted under the Option Scheme, up to a maximum aggregate amount of 171,951 Ordinary Shares (including for the avoidance of doubt any share options granted pursuant to the Option Scheme prior to the Commencement Date); or
- (c) to the allotment and issue of Shares pursuant to Articles 5.4, 10.1 or 10.3.

9.6 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

9.7 No Shares shall be allotted to any Employee, Director, prospective Employee or prospective Director of the Company unless such person has entered into a joint election under section 431 of the Income Tax (Earnings and Pensions) Act 2003 with the Company.

10. ANTI-DILUTION

Series A Anti-Dilution Protection

10.1 Subject to Article 10.6, if New Securities are issued by the Company at a price per New Security which is less than the Series A Original Subscription Price (a '**Series A Qualifying Issue**') (which in the event that the New Security is not issued for cash shall be a price determined by the Valuer (acting as experts and not as arbitrators) as being, in their opinion, the current cash value of the new cash consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that any of the holders of Series A Preferred Shares have specifically waived their rights under this Article in writing, issue to each holder of Series A Preferred Shares (the '**Exercising A Investor**') such number of new Series A Preferred Shares as is determined by applying the formula below (and rounding the product, '**N**', down to the nearest whole share), subject to adjustment in accordance with Article 10.5 (the '**Series A Anti-Dilution Shares**'):

$$N = ((PIP/WA) \times Z) - Z$$

where:

'**N**' means the number of Series A Anti-Dilution Shares to be issued to the Exercising A Investor;

'**DRP**' means the lowest price per share of the New Securities issued pursuant to the Series A Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Valuer acting as experts and not arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the New Security);

'NS' means the number of New Securities issued pursuant to the Series A Qualifying Issue;

'PIP' means the Series A Original Subscription Price;

'SC' means the number of Equity Shares in issue plus the aggregate number of Equity Shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including, but not limited to, warrants), in each case immediately prior to the Series A Qualifying Issue;

'WA' means $((PIP \times SC) + (DRP \times NS)) / (SC + NS)$; and

'Z' means the number of Series A Preferred Shares held by the Exercising A Investor before the Series A Qualifying Issue.

10.2 The Series A Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that this is impossible or unlawful or a majority of the Exercising A Investors agree otherwise, in which event the Exercising A Investors shall be entitled to subscribe for the Series A Anti-Dilution Shares in cash at par and the entitlement of such Exercising A Investors to Series A Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 10.1 so that the Exercising A Investors shall be in no worse position than if they had not so subscribed at par. If there is any dispute between the Company and any Exercising A Investor as to the effect of Article 10.1 or this Article 10.2, the matter shall be referred (at the cost of the Company) to the Valuer for determination of the number of Series A Anti-Dilution Shares to be issued. The Valuer's determination of the matter shall, in the absence of manifest error, be final and binding on the Company and the Exercising A Investors; and
- (b) subject to the payment of any cash payable pursuant to Article 10.2(a) (if applicable), be issued credited fully paid up in cash and shall rank pari passu in all respects with the existing Series A Preferred Shares, within 5 Business Days of the expiry of the offer being made by the Company to the Exercising A Investors and pursuant to Article 10.2(a).

Series B Anti-Dilution Protection

- 10.3 Subject to Article 10.6, if New Securities are issued by the Company at a price per New Security which is less than the Series B Original Subscription Price (a '**Series B Qualifying Issue**') (which in the event that the New Security is not issued for cash shall be a price determined by the Valuer (acting as experts and not as arbitrators) as being, in their opinion, the current cash value of the new cash consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that any of the holders of Series B Preferred Shares have specifically waived their rights under this Article in writing, issue to each holder of Series B Preferred Shares (the '**Exercising B Investor**') such number of new Series B Preferred Shares as is determined by applying the formula below (and rounding the product, 'N', down to the nearest whole share), subject to adjustment in accordance with Article 10.5 (the '**Series B Anti-Dilution Shares**'):

$$N = ((PIP/WA) \times Z) - Z$$

where:

'N' means the number of Series B Anti-Dilution Shares to be issued to the Exercising B Investor;

'DRP' means the lowest price per share of the New Securities issued pursuant to the Series B Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Valuer acting as experts and not arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the New Security);

'NS' means the number of New Securities issued pursuant to the Series B Qualifying Issue;

'PIP' means the Series B Original Subscription Price;

'SC' means the number of Equity Shares in issue plus the aggregate number of Equity Shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including, but not limited to, warrants), in each case immediately prior to the Series B Qualifying Issue;

'WA' means $((PIP \times SC) + (DRP \times NS)) / (SC + NS)$; and

'Z' means the number of Series B Preferred Shares held by the Exercising B Investor before the Series B Qualifying Issue.

10.4 The Series B Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that this is impossible or unlawful or a majority of the Exercising B Investors agree otherwise, in which event the Exercising B Investors shall be entitled to subscribe for the Series B Anti-Dilution Shares in cash at par and the entitlement of such Exercising B Investors to Series B Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 10.3 so that the Exercising B Investors shall be in no worse position than if they had not so subscribed at par. If there is any dispute between the Company and any Exercising B Investor as to the effect of Article 10.3 or this Article 10.4, the matter shall be referred (at the cost of the Company) to the Valuer for determination of the number of Series B Anti-Dilution Shares to be issued. The Valuer's determination of the matter shall, in the absence of manifest error, be final and binding on the Company and the Exercising A Investors; and
- (b) subject to the payment of any cash payable pursuant to Article 10.4(a) (if applicable), be issued credited fully paid up in cash and shall rank pari passu in all respects with the existing Series B Preferred Shares, within 5 Business Days of the expiry of the offer being made by the Company to the Exercising B Investors and pursuant to Article 10.4(a).

10.5 In the event of any Issue or Reorganisation the Series A Original Subscription Price and/or Series B Original Subscription Price shall also be subject to adjustment on such basis as may be agreed by the Company with the holders of a majority of the Series A Preferred Shares and/or the holders of a majority of the Series B Preferred Shares then in issue within 10 Business Days after any Issue or Reorganisation. If the Company and the holders of a majority of the Series A Preferred Shares and/or the holders of a majority of the Series B Preferred Shares then in issue cannot agree such adjustment it shall be referred to the Valuer whose determination shall, in the absence of manifest error, be final and binding on the Company and each of its Shareholders. The costs of the Valuer shall be borne by the Company.

10.6 For the avoidance of doubt, neither Article 10.1 nor Article 10.3 shall apply on the issue of Shares or other securities:

- (a) pursuant to the Option Scheme; or
- (b) in order for the Company to comply with its obligations under these Articles; or
- (c) as consideration (in whole or in part) for the acquisition by the Company of any company or business.

11. SHARE TRANSFERS - GENERAL

11.1 In the Share Transfer Provisions, references to the transfer of a Share includes a disposition of any interest in any Share (or the income or capital or other rights thereto) whether legal, beneficial or otherwise, including the entry into any option or other agreement (conditionally or otherwise) for the possible sale or transfer thereof or grant of any security thereover, and whether or not for consideration or by written disposition or otherwise.

11.2 No Share may be transferred unless the transfer is made in accordance with these Articles.

11.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him and the provisions of Article 13 shall apply.

11.4 Any transfer of a Share by way of sale which is required to be made under the Share Transfer Provisions will be deemed to include a warranty that the transferor sells with full title guarantee.

11.5 The instrument of transfer of a Share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor (but need not be executed by or on behalf of the transferee). The transferor shall remain the holder of the Shares concerned until the name of the transferee is entered in the register of Shareholders in respect of them.

11.6 The Directors may refuse to register the transfer of any Share:

- (a) on which the Company has a lien;
- (b) unless:
 - (i) the transfer instrument is lodged at the Company's registered office or at such other place in England as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - (ii) it is in respect of only one class of Shares; and
 - (iii) it is in favour of not more than four transferees; or
- (c) to a person who is (or who the Directors reasonably believe to be) under 18 years of age or who does not have (or who the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share.

11.7 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either:

- (a) a Permitted Transfer; or
- (b) a transfer made in accordance with and permitted by the Share Transfer Provisions,

in which case the Directors shall, subject to Articles 11.6 and 11.9, register the transfer of the relevant Share and any transfer or purported transfer of any Share made otherwise than in accordance with these Articles shall be void and of no effect whatsoever.

11.8 The Directors may require any Shareholder or other person entitled to transfer a Share or any person named as the transferee in any transfer lodged for registration to provide the Company with such information and evidence as the Directors may consider necessary to ensure that any transfer lodged for registration is authorised under these Articles or that no circumstances have arisen in which a Transfer Notice ought to be given. If the information or evidence shall not be provided to the satisfaction of the Directors within a reasonable time, the Directors shall be entitled to refuse to register the transfer concerned or (as the case may require) to give a Transfer Notice under Article 13 or make a Tag Offer under Article 15 as if such a circumstance had arisen.

11.9 If, in relation to a transfer of Shares, the transferor of those Shares is a party to any agreement between some or all of the Shareholders (being an agreement in addition to these Articles) then the Directors will:

- (a) require the transferee of such Shares to enter into a written undertaking (in such form as the Directors may prescribe) to be bound by the provisions of such agreement; and
- (b) decline to register the transfer of such Shares unless and until the transferee has entered into such written undertaking.

11.10 Notwithstanding anything to the contrary in these Articles, for a period of 24 months following the Commencement Date, neither the Manager nor any of his Permitted Transferees shall be entitled to transfer any Share held by the Manager as at the Commencement Date or acquired by the Manager subsequent to the Commencement Date other than (i) pursuant to a Share Sale, (ii) as a Permitted Transfer or (iii) with the prior written consent of DMGV.

12. PERMITTED SHARE TRANSFERS

12.1 Subject to Article 11, a Shareholder (or the legal personal representatives of a deceased Shareholder) shall be permitted to transfer the legal title to or beneficial ownership of a Share (without restriction as to price or otherwise):

- (a) in the case of a Shareholder which is a company, to a Member of the same Group;
- (b) in the case of a Shareholder which is an Investment Fund or a nominee of an Investment Fund, to a Member of the same Fund Group;
- (c) to a person who is the beneficial owner of such Share or (in the case of the legal title only) to a different or additional nominee or trustee on behalf of such beneficial owner provided that such person has not become the beneficial owner of that Share otherwise than in accordance with the provisions of these Articles;

- (d) if the Shareholder is an individual not holding as a trustee or nominee:
 - (i) to a Pension Scheme of which the Shareholder is the sole or principal beneficiary;
 - (ii) to a Privileged Relation of the Shareholder;
 - (iii) to a Family Controlled Company of that Shareholder; or
 - (iv) to trustees to be held upon a Family Trust;
- (e) if the Share is held by a Family Controlled Company, to the person wholly or exclusively controlling the Family Controlled Company at the time the Shares were transferred to that Family Controlled Company, or to any Privileged Relation of that person;
- (f) if the Share is held on a Family Trust, to a beneficiary under the trust and, on a change of trustees, to the trustees for the time being of the trust;
- (g) to trustees to be held upon the trust of an employee share scheme of the Company and, on a change of trustees, to the trustees for the time being of the scheme;
- (h) subject to the provisions of the Act, to the Company; or
- (i) with the prior written consent of the holders of 75% (seventy five per cent) of the Shares in issue at the time of the transfer (including DMGV).

12.2 If a Shareholder (the '**Original Shareholder**') transfers any Shares pursuant to Article 12.1(a) to (f) (inclusive) to a transferee (a '**Permitted Transferee**'), and following such transfer such transferee ceases to be a Permitted Transferee, the transferee shall (within 14 days of so ceasing) transfer such Shares to the Original Shareholder or to a Permitted Transferee of the Original Shareholder (and such transferee shall be deemed to have unconditionally appointed any Director as his agent to execute a stock transfer form on his behalf by which the transfer of all the legal title to, beneficial ownership of and all interests in and rights attaching to such Shares might be effected).

13. SHARE TRANSFERS - PRE-EMPTION RIGHTS

- 13.1 Save where the provisions of Article 12 apply and save to the extent expressly provided to the contrary in these Articles, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from a Share is subject to the provisions contained in this Article 13 and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void.
- 13.2 Before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share or agreeing to any of the aforementioned, the person proposing to transfer or otherwise dispose of the same (the '**Transferor**') shall give notice in writing (a '**Transfer Notice**') to the Company specifying:
 - (a) the number of Sale Shares (as defined in Article 13.3) the Transferor wishes to transfer;
 - (b) if the Transferor wishes to transfer the Sale Shares to a third party, the name of the proposed transferee;

- (c) the entire consideration per share for which the Transferor wishes to transfer the Sale Shares; and
 - (d) whether the Transfer Notice includes a Total Transfer Condition (as defined in Article 13.4).
- 13.3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to the Shares referred to in that notice, the Transfer Notice shall unconditionally constitute the Company as the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to in that notice (the '**Sale Shares**') at the Sale Price (defined below in Article 13.5) in accordance with the provisions of this Article 13. A Transfer Notice shall not be revocable except with the consent of the Board.
- 13.4 A Transfer Notice may include a condition (a '**Total Transfer Condition**') that, if all the Sale Shares (of whatever class) are not sold to Relevant Transferees (as defined in Article 13.10), then none shall be sold.
- 13.5 Subject to the Directors being satisfied (and to that end the Transferor shall provide the Directors with such evidence as they may reasonably require) that the consideration stated in the Transfer Notice is a bona fide consideration (and not inflated for particular reasons) agreed between the Transferor and the proposed transferee at arms' length and in good faith and that sufficient funds are available to the proposed transferee to pay the consideration, such consideration shall be the '**Sale Price**' but if the Directors are not so satisfied as to the value of the consideration or in the case of a deemed Transfer Notice, the Sale Price shall be the Fair Price.
- 13.6 The Company may, if permitted by law and subject to all relevant approvals being obtained, purchase any Sale Shares at the Sale Price by notice in writing (the '**Buy Back Notice**') served on the Transferor, such Buy Back Notice being given within the period of 20 Business Days following the date of receipt of the Transfer Notice (or, if later, the date on which the Fair Price of the Sale Shares is determined) (the '**Buy Back Period**').
- 13.7 The Buy Back Notice shall state the number of the Sale Shares agreed to be purchased by the Company and shall specify a place and time and date at which the sale and purchase shall be completed. Upon the giving by the Company of any such Buy Back Notice the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 13.8 If the Company has not served a Buy Back Notice to purchase all of the Sale Shares prior to the expiry of the Buy Back Period, the Sale Shares not being the subject of a Buy Back Notice (if any) shall be offered in writing by the Company for sale at the Sale Price to the Shareholders (other than any Shareholder who has served a current Transfer Notice). Any offer required to be made by the Company pursuant to this Article 13.6 shall be made not later than 5 Business Days following the expiry of the Buy Back Period and shall state that such offer shall remain open for acceptance for a period of 10 Business Days following the date on which it is made (the '**Offer Period**'), failing which it will lapse. If, at the end of the Offer Period, acceptances are received in respect of an aggregate number of Shares equal to or in excess of that offered, the Sale Shares shall be allocated amongst those Shareholders who have accepted the same in proportion to the number of Shares held by each accepting Shareholder provided that no accepting Shareholder shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this Article 13.8 shall continue to apply mutatis mutandis until all Shares which any such accepting Shareholder would but for this proviso have acquired on the proportionate basis specified above have been allocated accordingly.

- 13.9 If a Transfer Notice shall contain a Total Transfer Condition then any such offer as is required to be made by the Company pursuant to Article 13.6 shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares shall become effective unless such condition is satisfied.
- 13.10 If the Company, pursuant to the provisions of Article 13.8, finds Shareholders or the Company ('**Relevant Transferees**') to purchase some (or, if the relevant Transfer Notice contains a Total Transfer Condition, all) of the Sale Shares, it shall as soon as practicable after so doing give notice in writing of that fact to the Transferor and the Relevant Transferees. Every such notice shall state the name and address of each of the Relevant Transferees and the number of the Sale Shares to be purchased by him and shall specify a place, time and date (not being less than three days nor more than seven days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice the Transferor shall be bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 13.11 If a Transferor (save only for reason that a Relevant Transferee does not duly pay the Sale Price) fails to duly transfer any Sale Shares to any Relevant Transferee pursuant to this Article 13, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer (including, without limitation of the generality of the foregoing, to execute and deliver any necessary stock transfer form or purchase contract in respect thereof) and the Company may receive the purchase money in trust for the Transferor and shall cause such Relevant Transferee to be registered as the holder of such Shares. The receipt by the Company of the purchase money shall be a good discharge to the Relevant Transferee (who shall not be bound to see to the application of that money) and after the Relevant Transferee has been registered in purported exercise of the powers referred to above the validity of the proceedings shall not be questioned by any person.
- 13.12 If the Company does not, pursuant to the provisions of Article 13.8, find Relevant Transferees willing to purchase some (or, if the relevant Transfer Notice contains a Total Transfer Condition, all) of the Sale Shares it shall, as soon as practicable following the expiry of the Offer Period, give notice in writing of that fact to the Transferor and the Transferor shall, subject to Article 14, at any time thereafter up to the expiry of 40 Business Days from the date of such notice (subject as provided below), be entitled to transfer those Sale Shares not purchased by Relevant Transferees or all the Sale Shares (as the case may be) to any person at a price not being less than the Sale Price.
- 13.13 Any Share required to be transferred by a Transferor to a Relevant Transferee pursuant to this Article 13 shall be transferred free from any mortgage, charge, lien, option or other encumbrance and with the benefit of all rights and entitlements attaching to that Share on the date of the Transfer Notice and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Transferor shall be liable to account to the Relevant Transferee for the amount of that dividend (and the Relevant Transferee, when making payment for such Share, may set off such amount against the Sale Price payable).
- 13.14 The rights under this Article 13 shall terminate immediately prior to an IPO or other Exit following which there is a Change of Control of the Company.

14. CO-SALE RIGHTS

- 14.1 Subject to Article 14.2, no transfer of any Shares by a Founding Member (other than pursuant to a Permitted Transfer or Article 17) may be made or validly registered unless the Founding Member proposing to transfer such Shares (a '**Co-Sale Seller**') shall have observed the following procedures of this Article 14.

- 14.2 Subject to Article 11.10, the provisions of this Article 14 shall not apply to any transfer of Shares by a Founding Member which comprises 20% or less of all the Shares held by such Founding Member.
- 14.3 Subject to the Co-Sale Seller having first complied with the pre-emption requirements set out in Article 13, the Co-Sale Seller shall give to each of the holders of Series A Preferred Shares and Series B Preferred Shares (so long as they have not taken up their pre-emptive rights under Article 13) (a '**Co-Sale Holder**') not less than 10 Business Days' notice in advance of the proposed sale (a '**Co-Sale Notice**'). The Co-Sale Notice shall specify:
- (a) the identity of the proposed purchaser (the '**Co-Sale Buyer**');
 - (b) the price per share which the Co-Sale Buyer is proposing to pay (the '**Co-Sale Price**');
 - (c) the manner in which the consideration is to be paid;
 - (d) the number of Shares which the Co-Sale Seller proposes to sell; and
 - (e) the address where the Co-Sale Counter-Notice (as defined below) should be sent.

Each Co-Sale Holder shall be entitled within 5 Business Days after receipt of the Co-Sale Notice to serve on the Co-Sale Seller a counter-notice (a '**Co-Sale Counter-Notice**') specifying the number of Shares which such Co-Sale Holder wishes to sell to the Co-Sale Buyer (provided that the proportion of the total Shares held by that Co-Sale Holder accounted for by the Shares specified in the Co-Sale Counter Notice shall not exceed the proportion of the total Shares held by the Co-Sale Seller that the Co-Sale Seller proposes to sell to the Co-Sale Buyer) at the Co-Sale Price.

- 14.4 Any Co-Sale Holder who does not send a Co-Sale Counter-Notice within such 5 Business Day period shall be deemed to have specified that they wish to sell no Shares.
- 14.5 Following the expiry of five Business Days from the date the Co-Sale Holders receive the Co-Sale Notice, the Co-Sale Seller shall be entitled to sell to the Co-Sale Buyer on the terms notified to the Co-Sale Holders a number of Shares not exceeding the number specified in the Co-Sale Notice (less any of the Co-Sale Seller's Shares that the Co-Sale Holders have indicated they wish to buy pursuant to Article 13), provided that at the same time the Co-Sale Buyer (or another person) purchases from the Co-Sale Holders the number of Shares they have respectively indicated in their Co-Sale Counter Notices they wish to sell on terms no less favourable than those obtained by the Co-Sale Seller from the Co-Sale Buyer.
- 14.6 No sale by the Co-Sale Seller shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 14.7 Sales made by Co-Sale Holders in accordance with this Article 14 shall not be subject to Article 13.
- 14.8 The rights under this Article 14 shall terminate immediately prior to an IPO or other Exit following which there is a Change of Control of the Company.

15. TAG-ALONG

- 15.1 If any Shareholder (on his own or acting in concert with one or more other members) (the '**Selling Party**') proposes to sell or transfer Shares which would if completed result in a Change of Control (a '**Proposed Tag Transfer**'), the remaining provisions of this Article 15 shall apply.

- 15.2 The Selling Party shall procure that, prior to the completion of the Proposed Tag Transfer, the person(s) proposing to acquire Shares pursuant to the Proposed Tag Transfer (the '**Tag Buyer**') shall make an offer (a '**Tag Offer**') to each Shareholder besides those whose shareholding constitutes the subject of the Proposed Tag Transfer on the date of the Tag Offer, to buy all of the Shares held by such Shareholders (the '**Remaining Shareholders**') on the date of the Tag Offer for a consideration in cash per Share (the '**Tag Offer Price**') which is equal to or greater than the highest price per Share offered, paid or to be paid by the Tag Buyer, or the Tag Buyer's Connected Persons, for:
 - (a) any Shares in connection with the Proposed Tag Transfer; and
 - (b) any Shares acquired by the Tag Buyer, or the Tag Buyer's Connected Persons, during the immediately preceding 12 month period.
- 15.3 The Tag Offer shall be made by notice in writing (a '**Tag Offer Notice**') addressed to the Remaining Shareholder on the date of the Tag Offer given at least 15 Business Days (the '**Tag Offer Period**') before the date fixed for completion of the Proposed Tag Transfer (the '**Tag Sale Date**'). The Tag Offer Notice shall specify:
 - (a) the identity of the Tag Buyer (and any persons Acting in Concert with the Tag Buyer);
 - (b) the Tag Offer Price and any other terms and conditions of the Tag Offer;
 - (c) the Tag Sale Date; and
 - (d) the number of Shares which would be held by the Tag Buyer (and persons Acting in Concert with the Tag Buyer) on completion of the Proposed Tag Transfer.
- 15.4 The completion of the Proposed Tag Transfer shall be conditional in all respects on:
 - (a) the making of a Tag Offer in accordance with this Article 15; and
 - (b) the completion of the transfer of any Shares by any Remaining Shareholder who accepts the Tag Offer within the Tag Offer Period (each a '**Tag Accepting Shareholder**') by sending a notice of acceptance to the Tag Buyer which specifies the number of Shares such Tag Accepting Shareholder wishes to sell to the Tag Buyer (for the avoidance of doubt, any such acceptance must be in respect of all and not only some of the Tag Accepting Shareholder's Shares),

and the Directors shall refuse to register any Proposed Tag Transfer made in breach of this Article 15.4.
- 15.5 A transfer of Shares to a Tag Buyer pursuant to this Article 15 shall not be subject to the pre-emption provisions of Article 13.
- 15.6 The expression 'price per Share' used in this Article 15 shall be deemed to include an amount equal to the relevant proportions of any other consideration (in cash or otherwise) received or receivable by the holders of the Shares in question which, having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the specified Shares and, in the event of disagreement, the calculation of the price shall be referred to a chartered accountant or other expert (acting as an expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered

Accountants in England and Wales) whose decision shall, in the absence of fraud or manifest error, be final and binding.

16. DRAG ALONG

16.1 In this Article 16, the term **'Dragging Shareholders'** shall mean:

- (a) the holders of at least 50% (fifty per cent) of the total Series A Preferred Shares and the Series B Preferred Shares (taken together as one class) in issue from time to time; and
- (b) the holders of at least 50% (fifty per cent) of the Shares held by the Founding Members from time to time.

16.2 If at any time the Dragging Shareholders (acting with the approval of the Board (such approval not to be unreasonably withheld or delayed)) wish to transfer all of their interests in Shares (**'Dragging Shares'**) to a bona fide arms' length purchaser (a **'Proposed Drag Buyer'**), the Dragging Shareholders shall have the option (a **'Drag Along Option'**) to require all the other Shareholders (the **'Dragged Shareholders'**) to sell and transfer all their interest in Shares to the Proposed Drag Buyer (or as the Proposed Drag Buyer may direct) in accordance with the provisions of this Article 16.

16.3 The Dragging Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a **'Drag Along Notice'**) to the Company, which the Company shall forthwith copy to the Dragged Shareholders, at any time before the completion of the transfer of the Dragging Shareholders' Shares to the Proposed Drag Buyer. A Drag Along Notice shall specify:

- (a) that the Dragged Shareholders are required to transfer all their Shares (the **'Dragged Shares'**) pursuant to this Article 16;
- (b) the identity of the Proposed Drag Buyer;
- (c) the consideration payable for the Dragged Shares calculated in accordance with Article 16.5; and
- (d) the proposed date of completion of transfer of the Dragged Shares.

16.4 A Drag Along Notice shall lapse if, for any reason, the Dragging Shareholders have not completed the transfer of all the Dragging Shares to the Proposed Drag Buyer (or as the Proposed Drag Buyer may direct) within 60 days of serving the Drag Along Notice. The Dragging Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

16.5 The consideration (in cash or otherwise) for which the Dragged Shareholders shall be obliged to sell each of the Dragged Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Drag Buyer were distributed to the holders of the Dragged Shares and the Dragging Shares in accordance with the provisions of Article 5.2.

16.6 Subject to Article 11.4 no Drag Along Notice shall require a Dragged Shareholder to agree to any terms except those specifically set out in this Article 16.

- 16.7 Completion of the sale and purchase of the Dragged Shares shall take place on the same date as, and shall be conditional upon the completion of, the sale and purchase of the Dragging Shares.
- 16.8 Within 5 Business Days of the Company copying the Drag Along Notice to the Dragged Shareholders, the Dragged Shareholders shall deliver to the Company duly executed stock transfer forms for their Shares in favour of the Proposed Drag Buyer (or as the Proposed Drag Buyer may direct), together with the share certificates in respect of those Shares (or a suitable indemnity in respect thereof). On the expiration of that 5 Business Day period, the Company shall pay the Dragged Shareholders, on behalf of the Proposed Drag Buyer, the amounts they are respectively due pursuant to this Article 16 to the extent the Proposed Drag Buyer has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to Article 16.5 shall be a good discharge to the Proposed Drag Buyer. The Company shall hold the amounts due to the Dragged Shareholders pursuant to Article 16.5 in trust for the Dragged Shareholders without any obligation to pay interest.
- 16.9 To the extent that the Proposed Drag Buyer has not, on the expiration of the 5 Business Day period, put the Company in funds to pay the amounts due pursuant to Article 16.5, the Dragged Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or indemnity) for the relevant Shares and the Dragged Shareholders shall have no further rights or obligations under this Article 16 in respect of their Shares except in the event that a further Drag Along Notice is served.
- 16.10 If any Dragged Shareholder fails to deliver to the Company duly executed stock transfer forms and the share certificates (or a suitable indemnity in respect thereof) in respect of the Dragged Shares held by him upon the expiration of the 5 Business Day Period, the Company and each Director shall be constituted the agent of such defaulting Dragged Shareholder to take such actions and enter into any agreements or documents as are necessary to effect the transfer of the relevant Dragged Shares and the Company shall, if requested by the Proposed Drag Buyer, authorise any Director to transfer the relevant Dragged Shares on behalf of the defaulting Dragged Shareholders to the Proposed Drag Buyer against receipt by the Company (on trust for such holder) of the consideration payable for the Dragged Shares. After the Proposed Drag Buyer (or the person nominated by the Proposed Drag Buyer) has been registered as the holder of any such Dragged Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 16.
- 16.11 Following the issue of a Drag Along Notice but prior to completion of the relevant transfer, upon any person becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares, whether or not pursuant to an employee share option scheme (a '**New Shareholder**'), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such Shares acquired by him to the Proposed Drag Buyer (or as the Proposed Drag Buyer may direct) and the provisions of this Article 16 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Dragged Shares.
- 16.12 Any Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice.

17. COMPULSORY TRANSFERS – GENERAL

- 17.1 If a Shareholder which is a company resolves to appoint a liquidator, administrator or administrative receiver over it or any material part of its assets, the relevant Shareholder and all of its Permitted Transferees shall be deemed to have given a Transfer Notice in respect of all the Shares held by the relevant Shareholder and its Permitted Transferees, save to the extent that, and at a time, the Directors may determine.
- 17.2 If any member of the Company (other than a Founding Member), being an employee or director of any Group Company becomes a Departing Employee for any reason and does not continue as, or become, a director or employee of any other Group Company:
- (a) the Directors may, at any time after a Departing Employee ceases to be a director or employee, resolve that such member is required to transfer all Shares held by him and shall give notice of such resolution to the relevant member or members;
 - (b) at the expiry of 28 days from the passing of any resolution by the Directors pursuant to Article 17.2(a), each such Departing Employee shall (unless he has already served a Transfer Notice) be deemed to have served a Transfer Notice pursuant to Article 13.2 in respect of all such Shares; and
 - (c) notwithstanding any other provisions of these Articles, the Sale Price for each such Share subject to the Transfer Notice shall, where the Departing Employee is:
 - (i) a Bad Leaver, be restricted to a maximum of the lower of the aggregate nominal value of the Shares and the Fair Price determined in accordance with Article 18; and
 - (ii) a Good Leaver, be the aggregate Fair Price of the Shares determined in accordance with Article 18.
- 17.3 Notwithstanding the provisions of Article 17.2(c), the directors may, by notice in writing served on the Company and the Departing Employee, direct that some higher (but not lower) Sale Price shall apply to any or all of the Shares subject to the Transfer Notice which would otherwise be subject to article 17.2(c).
- 17.4 For the avoidance of doubt, the provisions of Article 17.2 shall not apply to any Shares held by Nadine Prowse or Andrejs Alferovs.
- 17.5 If any member of the Company is made bankrupt or proposes, or enters into, an individual voluntary arrangement or any other arrangement with his creditors or if a trustee, receiver, administrative receiver, administrator or liquidator or similar officer is appointed in respect of all or any part of the business or assets of that member, such member shall be automatically deemed to have served a Transfer Notice pursuant to Article 13.2 in respect of all such Shares. If a Transfer Notice is deemed to have been served pursuant to this Article 17.4, the Sale Price for such Shares shall be the subscription price paid by the relevant member for such Shares.

18. FAIR PRICE CALCULATION

- 18.1 Where the 'Fair Price' of any Shares is required to be calculated for the purposes of interpreting these Articles, it shall be determined by the Valuer, who shall base their determination on the assumption that:

- (a) the Shares will be sold on an arms' length basis between a willing seller and a willing buyer;
- (b) the Company will continue to carry on its business as a going concern (so long as it is then doing so);
- (c) the Shares to be sold are capable of being transferred without restriction under these Articles or otherwise; and
- (d) the Shares to be sold are to be valued as a rateable proportion of the total value of all the issued Shares without taking into account whether the Shares comprise a majority or minority interest in the Company but taking account of the rights attaching to them;

and they may take into account other factors that they, in their absolute discretion, consider to be relevant to the value of relevant Shares.

18.2 The Valuer shall be requested to determine the Fair Price within 20 Business Days of their appointment and notify the Directors of their determination. The fees of the Valuer shall be borne by the Company.

18.3 The Valuer shall act as an expert and not as an arbitrator and their determination shall be final and binding in the absence of fraud or manifest error.

18.4 The Directors shall grant the Valuer access to all accounting records or other relevant documents of the Company, subject to any confidentiality provisions within those documents.

19. APPOINTMENT AND PROCEEDINGS OF DIRECTORS

19.1 For so long as DMGV continues to hold:

- (a) at least 15% (fifteen per cent) of the total Equity Shares in issue from time to time, it shall be entitled (by notice in writing to the Company) to nominate two persons to be appointed as Directors and to require that any such person be removed from office and a replacement appointed in his or her place; and
- (b) at least 8% (eight per cent) but less than 15% (fifteen per cent) of the total Equity Shares in issue from time to time, it shall be entitled (by notice in writing to the Company) to nominate one person to be appointed as a Director and to require that any such person be removed from office and a replacement appointed in his or her place.

The identity of any person so nominated by DMGV shall be subject to the approval of the Board, such approval not to be unreasonably withheld or delayed.

19.2 For so long as the Committed Capital Investors continue to hold collectively not less than 8% (eight per cent) of the total Equity Shares in issue from time to time, Committed Capital shall be entitled (by notice in writing to the Company) to nominate one person to be appointed as a Director and to require that any such person be removed from office and a replacement appointed in his or her place. The identity of any person so nominated by Committed Capital shall be subject to the approval of the Board, such approval not to be unreasonably withheld or delayed.

- 19.3 For so long as he (or his Permitted Transferees) holds Shares, James Gray shall be entitled to be appointed as a Director.
- 19.4 For so long as each of John Kasumovic and Jeremy Duckworth is an Employee, they shall each be entitled to be appointed as a Director. In addition to any other Director appointed pursuant to this Article 19.4, in the event either of John Kasumovic and Jeremy Duckworth cease to be an Employee, the other and James Gray (acting jointly) shall be entitled (by notice in writing to the Company) to nominate one person to be appointed as a Director and to require that any such person be removed from office and a replacement appointed in their place provided that such Director so appointed is and remains an Employee. If both John Kasumovic and Jeremy Duckworth cease to be an Employee, James Gray shall have the right to appoint two Directors pursuant to this Article 19.4 (in addition to himself pursuant to Article 19.3) provided that each Director so appointed is and remains an Employee.
- 19.5 The Board (acting by majority) may from time to time appoint up to two additional Directors and from time to time remove such Directors, provided that such Directors are reasonably acceptable to each Director.
- 19.6 The quorum for any meeting of the Directors shall be:
- (a) if at least three Investor Directors have been appointed, a majority of the Directors, at least one of whom must be a DMGV Director and at least one of whom must be the Committed Capital Investor Director; and
 - (b) if less than three Investor Directors have been appointed, a majority of the Directors, at least one of whom must be the DMGV Director (if appointed) and at least one of whom must be the Committed Capital Investor Director (if appointed),

provided that if such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting and if a quorum is not present at any such adjourned meeting within half an hour from the time appointed then the meeting shall proceed.

- 19.7 For the purposes of any meeting (or part of a meeting) held to authorise a matter referred to in Article 24.1, if there is only one eligible Director in office other than the conflicted Director the quorum for such meeting (or part of a meeting) shall be one eligible Director.
- 19.8 The Directors shall be entitled to appoint one of the Directors to act as chairman of the Board (the 'Chairman'). In the event of an equal number of votes for and against a proposed resolution of the Board, the Chairman shall not have a casting vote.
- 19.9 If the number of votes for and against a proposal at a meeting of directors is equal, the CEO shall have a casting vote.
- 19.10 Each committee of the Directors shall include at least one DMGV Director. The quorum for any meeting of a committee of the Directors shall be the majority of the Directors appointed to such committee, at least one of whom must be a DMGV Director.

20. DIRECTORS' DECISIONS

- 20.1 A decision under Article 8 of the Model Articles must take the form of a resolution in writing complying with Articles 8(2) to 8(4) of the Model Articles.

- 20.2 Article 9 of the Model Articles is modified by the deletion of the words "*not more than seven days after*" and the substitution for them of the words "*before or after*".
- 20.3 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors, of every Directors' written resolution and of every decision of a sole Director.
- 20.4 Where the Directors have delegated any of their powers, they may revoke any delegation in whole or in part, or alter its terms and conditions; and where any person to whom any powers are delegated holds those powers by virtue of being appointed an executive, any variation or revoking of those powers is without prejudice to any contract with that executive.

21. ALTERNATE DIRECTORS

- 21.1 Any director (other than an alternate director) (the '**Appointor**') may appoint any person (whether or not a director) 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. A person may be appointed an alternate director by more than one director.
- 21.2 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.
- 21.3 The notice must:
- (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.
- 21.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.
- 21.5 Except as the Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their Appointors; and
 - (d) 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 and of all meetings of committees of directors of which his Appointor is a member.

- 21.6 A person who is an alternate director but not a director may:
- (a) 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
 - (b) participate in a unanimous decision of the directors (but only if his Appointor is an eligible Director in relation to that decision, and does not himself participate).

- 21.7 A director who is also an alternate director is entitled, in the absence of his 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 his own vote on any decision of the directors.
- 21.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his 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.
- 21.9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- (a) 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
 - (b) 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
 - (c) when the alternate director's Appointor ceases to be a director for whatever reason.

22. DIRECTORS' INTERESTS

22.1 This Article 22 is subject to the provisions of the Act.

22.2 A Director may (save as to the extent not permitted by law from time to time):

- (a) be a party to, or otherwise directly or indirectly interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and
- (b) be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise directly or indirectly interested in, any body corporate in which the Company is interested,

and where a proposed decision of the Directors is concerned with such a transaction, arrangement, office or employment, that Director may be counted as participating in the decision making process for quorum and voting purposes.

22.3 Article 22.2 is subject to the relevant Director making a declaration of the nature and extent of his interest in accordance with sections 177 and 184 to 187 of the Act, except that no declaration of interest shall be required of any Director in relation to:

- (a) an interest of which the other Directors are aware, or ought reasonably be aware, to the extent they are or ought reasonably to be aware of such interest; or
- (b) an interest if, or to the extent that, that interest concerns terms of his service contract which have been, or are to be, considered by a meeting of the Directors or a duly appointed committee of the Directors.

22.4 The following shall not be treated as an 'interest' of a Director:

- (a) an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware, or an interest in a transaction or arrangement of which he is not aware and of which it is unreasonable to expect him to be aware; and

- (b) an interest which cannot reasonably be regarded as giving rise to a conflict of interest.

23. DIRECTORS' EXPENSES

23.1 The Company may pay any reasonable expenses which the Directors (including alternate directors and, if it has one, the secretary (but so that nothing in this Article 23.1 shall require the Company to have a secretary) properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of any holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

23.2 Article 20 of the Model Articles shall not apply to the Company.

24. DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

24.1 The Directors may authorise, to the fullest extent permitted by law and subject to Investor Director Consent, any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interests.

24.2 Authorisation given by the Directors under Article 24.1 may be subject to any terms and conditions which the Directors consider appropriate; and the Directors may at any time vary or terminate such authorisation.

24.3 A decision to authorise any matter under Article 24.1 may be made either at a meeting of the Directors or by unanimous decision of those Directors entitled to vote on the matter; but the decision will only be effective if:

- (a) the quorum for any meeting at which the matter is considered is met without counting the Director in question or any other interested Director; and
- (b) the matter is agreed to without any interested Director voting, or would have been agreed to had no interested Director's vote been counted.

24.4 The provisions of this Article 23 shall not apply to any conflict of interest arising in relation to a transaction or arrangement between a Director and the Company. Article 22 above shall apply to Directors' interests in any such transactions or arrangements.

25. MANAGEMENT OF DIRECTORS' CONFLICTS

25.1 Where the Directors have authorised any matter under Article 24.1 above, or where a matter is authorised by Article 22, the Directors may, at the time of such authorisation or subsequently, provide (without limitation) that an interested Director:

- (a) is excluded from discussions (whether at Directors' meetings or otherwise) related to the matter;
- (b) is not given any documents or other information relating to the matter; or
- (c) both for quorum purposes and for voting purposes may or may not be counted or vote at any future Directors' meeting in relation to the matter.

25.2 Where the Directors have authorised any matter under Article 24.1, or where a matter falls within Article 22 (subject to a Director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with Article 22.3), then an interested Director:

- (a) will not be required to disclose to the Company, or use for the benefit of the Company, any confidential information relating to the matter if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with the matter;
- (b) may absent himself from Directors' meetings at which the matter may be discussed; and
- (c) may make such arrangements as he thinks fit not to receive documents and information in relation the matter, or for such documents and information to be received and read by a professional adviser on behalf of that Director.

25.3 Article 25.2 does not limit any existing law or equitable principle which may excuse the Director from disclosing information in circumstances where disclosure would otherwise be required, or from attending meetings or receiving and reading documents in circumstances where such actions would otherwise be required.

25.4 Where the Directors authorise a matter under Article 24.1, or where a matter falls within Article 22 then an interested Director:

- (a) will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the matter; and
- (b) will not infringe any duty he owes to the Company under sections 171 to 177 of the Act if he complies with any terms, limits and conditions (if any) imposed by the Directors in relation to the authorisation and, where relevant, makes any disclosure required under Article 22.3.

25.5 In relation to any matter which has been authorised under Article 24.1, or where a matter involves a transaction or arrangement which falls within Article 22 (subject to a Director making a declaration of the nature or extent of his interest in an office, employment, transaction or arrangement in accordance with Article 22.3):

- (a) an interested Director will not be accountable to the Company for any benefit conferred on him in connection with that matter;
- ~~(b) the receipt of such a benefit shall not constitute a breach of his duty under section 176 of the Act; and~~
- (c) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

26. SECRETARY

Subject to the provisions of the Act, the Directors may determine from time to time whether a person shall hold the office of company secretary and, at any time when the Company is without a secretary, that anything required or authorised to be done by or to the secretary may be done by or to a Director (or by a person authorised generally or specifically in that behalf by the Directors); the appointment of a person, or persons jointly, to office as secretary shall be decided by the Directors who may remove any person or persons appointed to that office and may appoint a person or persons to act in the place of any secretary removed from office or may appoint a person or persons to act jointly with any person holding office as secretary.

27. TRANSMISSION OF SHARES

27.1 Nothing in these Articles releases the estate of a deceased Shareholder or a Shareholder who has been declared bankrupt from any liability in respect of a Share solely or jointly held by that Shareholder.

27.2 All these Articles relating to the transfer of Shares apply to any notice under Article 28(1) of the Model Articles or any transfer made or executed under Article 28(2) of the Model Articles either of which is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

27.3 Article 29 of the Model Articles shall read as if, after the words "*... the transmittee's name*", there shall be added the words "*or the name of any person named as transferee of the Shares in an instrument of transfer executed under Article 28 (2).*".

28. PROCEEDINGS AT GENERAL MEETINGS

28.1 No business shall be transacted at a general meeting unless a quorum is present. Subject to Article 28.2, two Shareholders holding in aggregate not less than 50% of all Equity Shares in the Company shall be a quorum. Paragraph 38 of the Model Articles shall not apply to the Company.

28.2 If, and for so long as, the Company has only one member one Qualifying Person shall be a quorum at any general meeting of the Company.

28.3 If, at a meeting which is reconvened following an adjournment, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum. Paragraph 41 of the Model Articles shall be modified accordingly.

28.4 A poll on a resolution may be demanded by any person having the right to vote on the resolution. Paragraph 44 of the Model Articles shall be modified accordingly.

29. PROXY NOTICES

29.1 Subject to any instructions in the notice of general meeting to which the proxy notice relates, such proxy notice (and any authentication required by the Directors) must be received at the address specified by the Company in the notice of meeting or in the proxy notice not less than 48 hours before the time for holding the meeting (or adjourned meeting) at which the proxy appointed by the proxy notice is to vote; and any proxy notice received at that address less than 48 hours before the time for holding the meeting (or adjourned meeting) shall not be

valid (unless accepted as valid under Article 29.2). In calculating the periods mentioned in this Article 29.1, no account is to be taken of any part of a day that is not a Business Day.

- 29.2 A proxy notice which does not comply with the provisions of Article 45 of the Model Articles or Article 29.1 may, in their discretion, be accepted as valid by the Directors at any time before the meeting to which it relates.

30. NOTICES

- 30.1 Any notice in writing, document or other communication may be given or served under these Articles may be delivered or sent by first class post (airmail if overseas):

- (a) to the Company or any other company at its registered office; or
- (b) to the address notified to or by the Company for that purpose; or
- (c) in the case of an intended recipient who is a Shareholder or his legal personal representative or trustee in bankruptcy, to such Shareholder's address as shown in the Company's register of Shareholders; or
- (d) to any other address to which any provision of the Act authorises the document or information to be sent or supplied..

- 30.2 Notwithstanding any requirement that a notice, document or other communication be in writing and subject to the provisions of the Act, a notice, document or other communication may be given by the Company to any Shareholder or group of Shareholders by electronic means:

- (a) to such address as may be provided to the Company by or on behalf of that Shareholder; or
- (b) by publishing it on a website and notifying the Shareholder concerned that it has been so published,

provided that the Shareholder concerned has agreed to or is deemed to have agreed to receive communication from the Company in this manner.

- 30.3 In the case of joint holders of a Share, all notices shall be given to the joint holder whose name stands first in the register of Shareholders, in respect of the joint holding and notice so given shall be sufficient to all the joint holders.

- 30.4 A Shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address.

- 30.5 A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

- 30.6 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of Shareholders, has been duly given to the person from whom he derives his title.

30.7 Any notice in writing, document or other communication:

- (a) if sent by first class post, shall be deemed to have been given on the Business Day following that on which the envelope containing it is put into the post;
- (b) if sent by second class post, shall be deemed to have been given on the second Business Day following that on which the envelope containing it is put into the post; or
- (c) if sent from any jurisdiction outside of the United Kingdom, shall be sent by airmail and shall be deemed to have been given on the fifth Business Day following that on which the envelope containing it is put into the post,

and in proving that a notice, document or other communication has been given it shall be sufficient to prove that the letter, envelope or wrapper containing the notice, document or other communication was properly addressed, prepaid and put into the post.

30.8 Any notice in writing, document or other communication not sent by post but delivered to a registered address or address at which a notice, document or other communication may be given shall be deemed to have been given on the day of delivery.

30.9 Any notice, document or other communication, if sent by electronic means (including through any relevant system), shall be deemed to have been given on the Business Day following that on which the electronic communication was sent by, or on behalf of, the Company and proof that a notice contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that notice was given.

30.10 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Shareholder by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a Shareholder, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

31. INDEMNITY AND INSURANCE

31.1 Without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

- (a) each Relevant Officer shall be indemnified by the Company out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation thereto; and
 - (ii) in relation to the activities of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Act) acting in this capacity,

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any

material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or Member of the same Group's) affairs; and

- (b) the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 31 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

31.2 The Company shall, at the expense of the Company, effect and maintain for each Director policies of insurance insuring each Director against any Relevant Loss. The Company may choose to do the same for any Relevant Officer who is not a Director.

31.3 In this Article:

- (a) **'Relevant Loss'** means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company; and
- (b) **'Relevant Officer'** means any Director or other officer or former Director or other officer of the Company.