

Company number: 08624397

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

- of -

PIP & NUT LTD.
(the "Company")

5 AUGUST 2019 (the "Circulation Date")

Pursuant to chapter 2 of part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 and 2 below are passed as an ordinary resolutions and resolutions 3 and 4 are passed as special resolutions (together, the "**Resolutions**").

ORDINARY RESOLUTIONS

1. That the directors be generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 (the "**Act**") to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company, up to an aggregate nominal amount of £2,500 on such terms and conditions as the directors may determine, provided that:
 - (a) this authority shall, unless renewed, varied or revoked by the Company, expire on the date which is five years after the passing of this resolution; and
 - (b) the Company may, before such expiry under paragraph (a) above of this resolution, make an offer or agreement which would require shares to be allotted or rights to subscribe for or to convert any security into shares to be granted after such expiry and the directors may allot such shares or grant such rights (as the case may be) in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

This authority is in addition to all subsisting authorities, if any.

2. That, for the purposes of article 13.4(b) of the existing articles of association of the Company, section 630 of the Act and for all other purposes whatsoever, every variation and abrogation of the rights attached to the A Ordinary Shares contained in or inherent in or consequent upon the passing of the Resolutions (and the investment agreement to be entered into by the Company and certain shareholders on or around the date of these Resolutions) be and is hereby approved.

SPECIAL RESOLUTIONS

3. That the articles of association contained in the document attached to these Resolutions (the "**New Articles**") be approved and adopted as the new articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.
4. That, subject to the passing of resolution 1 above, the directors be generally empowered pursuant to section 570 of the Act to allot equity securities wholly for cash pursuant to the authority given by resolution 1, as if section 561 of the Act and any

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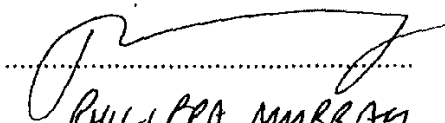
rights of pre-emption contained in the articles of association of the Company or howsoever arising did not apply to any such allotment (the expression "equity securities" and references to the allotment of "equity securities" bearing the same respective meanings in this resolution as in section 560 of the Act).

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being a member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions.

Signed:



Name:

..... PHILIPPA MURRAY (PRINT NAME)

Date:

..... 5 AUGUST 2019

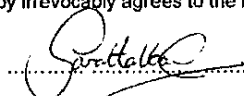
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Signed:



Name:

SARA HALBAR (PRINT NAME)

Date:

5th August 2019


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Signed:

.....

Name:

.....KERRY BOLT..... (PRINT NAME)

Date:

.....5/8/2019.....

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Signed:

.....

Giles Brook

Name:

..... (PRINT NAME)


Date:

..... 05/08/2019

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The undersigned, being a member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions.

Signed.



Name:

SHAWN BOWEN (PRINT NAME)

Date:

05/08/19

NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

(i) by hand: delivering the signed copy to Pippa Murray at Pip & Nut Limited, Timsons Business Centre, Bath Road, Kettering, Northants, United Kingdom, NN16 8NQ;

(ii) by post: returning the signed copy by post to Pippa Murray at Pip & Nut Limited, Timsons Business Centre, Bath Road, Kettering, Northants, United Kingdom, NN16 8NQ; or

(iii) by email: by attaching a scanned copy of the signed document to an email and sending it to Pippa Murray at pip@pipandnut.com. Please enter "Written Resolutions" in the email subject box.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.

3. Unless, within 28 days of the Circulation Date, sufficient agreement has been received from the eligible member for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date.

4. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

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 - (iii) by email: by attaching a scanned copy of the signed document to an email and sending it to Pippa Murray at pip@pipandnut.com. Please enter "Written Resolutions" in the email subject box.
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THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF PIP & NUT LTD. (the "Company") (Company Number: 08624397)

(Adopted by special resolution passed on 5 August 2019)

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

A Ordinary Shares	means the A Ordinary Shares of £0.01 each in the capital of the Company and A Ordinary Shareholder means a holder of any of those shares;
Acting in Concert	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);
Articles	means the Company's Articles of Association;
Available Profits	means profits available for distribution within the meaning given in Part 23 of the Companies Act;
B Investment Shares	means the B Investment Shares of £0.01 each in the capital of the Company and B Investment Shareholder means a holder of any of these shares;
Board	means the board of Directors;
Business Day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Companies Act	means the Companies Act 2006;
Directors	means the directors of the Company from time to time, and Director means any one of them;
Existing Investors	has the meaning given in the Shareholders' Agreement;
Exit Date	means 31 July 2024;
First Offer Period	has the meaning given in Article 8.3(c);
Founder	means Philippa Murray;
HMRC Share Value	means the price payable per Leaver Share, being the most recent market value price per

	Share agreed with HMRC for the grant of enterprise management options under the Option Scheme as at the Leaving Date;
Investor	means DSG Consumer Partners III as an investor in the Company and its partners and affiliates;
Investor Assignee	means such person nominated in writing by the Investor to the Company with the Company's consent to subscribe for Investor Shares in accordance with the Shareholders' Agreement;
Investor Shares	means the Shares held by the Investor (and any person to whom such Investor may assign its right of entitlement to subscribe for Shares) in the issued share capital of the Company from time to time;
Leaver	any Optionholder who ceases to be employed by the Company and subsequently exercises an Option to acquire Shares pursuant to the terms of the Option Scheme;
Leaver Share Price	means the HMRC Share Value or such other price agreed in writing by the Company and the Leaver which shall not be lower than the HMRC Share Value;
Leaver Shares	means Shares issued to a Leaver following the exercise of the Options;
Leaving Date	means the date on which the relevant person becomes a Leaver;
Minimum Interest	means an interest in Shares giving to the holder or holders control of at least 5% of the Company's total issued share capital at the relevant time;
Model Articles	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and for ease of reference annexed as Appendix 1 to these Articles;
Office	means the registered office of the Company from time to time;
Option	means an option granted to an employee by the Company under the Option Scheme;
Optionholder	means all or any of those persons who hold an Option;
Option Scheme	means the Pip & Nut Ltd. EMI Share Option

Scheme as adopted by the Board on 11 November 2016 as amended from time to time;

Permitted Transferee

means:

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Company, or a nominee appointed by any of them when acting in his capacity as such;
- (b) in relation to a Shareholder which is an undertaking means a company which is from time to time a parent undertaking or a subsidiary undertaking of that undertaking or a subsidiary undertaking of any such parent undertaking;
- (c) in relation to the Founder, any Qualifying Company; and
- (d) in relation to the Investor:
 - (i) any participant or partner in or member of the Investor (but only in connection with the dissolution of the Investor or any distribution of assets of the Investor pursuant to the operation of the fund in the ordinary course of business);
 - (iv) the fund manager which manages the Investor, any parent undertaking or subsidiary undertaking of such fund manager, or any other fund managed by such fund manager; or
 - (v) any trustee, nominee or custodian of the Investor.

Price

has the meaning given in Article 8.3(b)(ii);

Privileged Relation

in relation to a Shareholder who is an individual member or deceased or former member means a spouse, civil partner, child or grandchild (including step or adopted or illegitimate child and their issue);

Purchase Notice

has the meaning given in Article 8.3(d);

Purchasing Shareholder	has the meaning given in Article 8.3(d);
Qualifying Company	means a company in which a Shareholder or Trustee(s) hold the whole of the share capital and which they control directly or indirectly;
Qualifying Shareholder	means a Shareholder holding 25% or more in nominal value of the issued A Ordinary Shares for the time being;
Recognised Exchange	Investment has the meaning given in section 285 of the Financial Services and Markets Act 2000 (such exchanges being at the date of this agreement, ICE Futures Europe, LIFFE Administration and Management, London Stock Exchange plc (including, without limitation, in its capacity as operator and regulator of AIM and Turquoise Derivatives), ICAP Securities & Derivatives Exchange Limited and The London Metal Exchange Limited);
Shareholders	means all or any of those persons whose names are entered in the register of members of the Company, and Shareholder shall mean any one of them;
Shareholders' Agreement	the shareholders' agreement relating to the Company entered into between, amongst others, the Founder and the Investor, on or around the date of these Articles;
Shares	all or any issued shares in the Company;
Stakeholder Interests	has the meaning given in Article 3.1;
Transfer Notice	has the meaning given in Article 8.3(a);
Transferring Shares	has the meaning given in Article 8.3(a);
Transferring Shareholder	has the meaning given in Article 8.3(a); and
Trustees	means the trustee(s) of a trust(s) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than a Shareholder who is an individual and/or Privileged Relations of that individual.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Companies Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1.4 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words following those terms.
- 1.7 The singular includes the plural, the masculine includes the feminine and, in each case, vice versa.
- 1.8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.9 Articles 13 and 14 of the Model Articles shall not apply to the Company.

2. Objects

The purposes of the Company are to promote the success of the Company for the benefit of its members as a whole, and, through its business and operations, to have a material positive impact on society and the environment, taken as a whole.

3. Directors' duties

- 3.1 Any Director appointed to the Board shall have regard (amongst other matters) to:
- a) the likely consequences of any decision in the long term;
 - b) the interests of the Company's employees;
 - c) the need to foster the Company's business relationships with suppliers, customers and others;
 - d) the impact of the Company's operations on the community and the environment;
 - e) the desirability of the Company maintaining a reputation for high standards of business conduct; and
 - f) the need to act fairly as between members of the Company
- (together, the **"Stakeholder Interests"**).
- 3.2 For the purposes of a Director's duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.

3.3 The Directors of the Company shall for each financial year of the Company prepare a strategic report as if sections 414A(1) and 414C of the Companies Act apply to the Company whether or not they would be required to do so otherwise by this Article.

3.4 Nothing in this Article 3, express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person other than the Company.

4. Quorum for general meetings

The quorum for a general meeting shall be not less than two A Ordinary Shareholders present in person or by proxy.

5. Directors' conflicts of interest

If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director shall be counted as participating in the decision-making process for quorum or voting purposes, provided that he has declared the nature and extent of such interest as required by the Companies Act.

6. Casting vote

If the numbers of votes for and against a proposal at a meeting of the Directors or the A Ordinary Shareholders are equal, the chairman of the meeting shall have a casting vote. The chairman of meetings of the Directors and/or the A Ordinary Shareholders shall be Pippa Murray.

7. Directors' authority to allot

7.1 The Directors are generally and unconditionally authorised, in accordance with section 551 of the Companies Act, to exercise all the powers of the Company to allot Shares or to grant rights or to subscribe for or convert any security into Shares up to a maximum nominal value of £20,000.

7.2 The authority contained in Article 7.1 shall expire on the day five years after the date of the adoption of these Articles.

8. Pre-emption rights of shareholders

8.1 Sections 561 and 562 of the Companies Act are excluded as regards A Ordinary Shares and B Investment Shares, and Shareholders holding A Ordinary Shares and/or B Investment Shares.

8.2 In respect of any further issues of Shares, A Ordinary Shareholders shall be notified by the Board 5 Business Days in advance of any such proposed issue and shall be entitled to participate so as to preserve their then proportionate holdings of Shares. The pre-emption rights of A Ordinary Shareholders under this Article 8.2 shall not apply to:

- (a) the grant of Options under the Option Scheme;
- (b) the issue of any Shares pursuant to the exercise of such Options; or
- (c) the issue of any Shares to an Investor Assignee in accordance with the Shareholders' Agreement.

- 8.3 Subject to Article 14, Article 8.5 and the terms of any agreement entered into between the Company and any holders of A Ordinary Shares, A Ordinary Shareholders shall not transfer any A Ordinary Shares, except in the circumstances set out in Articles 8.3(a) to 8.3(h) and, for the avoidance of doubt and without prejudice to the generality of Article 26 of the Model Articles, the Board may refuse to register the transfer of any A Ordinary Share if it has not been transferred in accordance with this Article 8.3.
- (a) Any A Ordinary Shareholder who wishes to transfer any A Ordinary Shares (the "**Transferring Shareholder**") shall before transferring or agreeing to transfer such shares (the "**Transferring Shares**") or any interest in them, first offer those Transferring Shares to the existing A Ordinary Shareholders, by giving irrevocable written notice to the Company (a "**Transfer Notice**").
 - (b) The Transfer Notice shall specify:
 - (i) the number of Transferring Shares the Transferring Shareholder wishes to transfer; and
 - (ii) the price (in cash) and any other consideration, at which the Transferring Shareholder wishes to transfer the Transferring Shares (the "**Price**").
 - (c) Upon receipt of the Transfer Notice, the Board shall as soon as reasonably practicable, offer the Transferring Shares to the other A Ordinary Shareholders, inviting those A Ordinary Shareholders to state by notice in writing to the Company within 10 Business Days of the offer by the Board (the "**First Offer Period**"), whether they are willing to purchase at the Price, such number of Transferring Shares as corresponds to the proportion of other A Ordinary Shares held by them respectively.
 - (d) Each A Ordinary Shareholder who wishes to purchase the shares offered to him in accordance with Article 8.3(c) above, (a "**Purchasing Shareholder**") may within the First Offer Period, serve notice (the "**Purchase Notice**") on the Board specifying how many Transferring Shares he wishes to purchase.
 - (e) If following the expiry of the First Offer Period there remain Transferring Shares not accepted by A Ordinary Shareholders, the Board shall reoffer the unaccepted Transferring Shares to the Purchasing Shareholders within a further 10 Business Days, in the appropriate proportions until such time as the Transferring Shares are exhausted or no further acceptances are forthcoming from Purchasing Shareholders and the Board shall conduct such process as it sees fit.
 - (f) Where a Transfer Notice is deemed to be served pursuant to the provisions of any agreement entered into between an A Ordinary Shareholder and the Company in the event of redemption or buy-back of shares by the Company, the Price shall be such price per Transferring Share as may be agreed by the Board and the Transferring Shareholder and in default of agreement as determined by the accountants for the time being of the Company as the fair value thereof. The Board shall instruct such accountants to specify the fair value and the accountants shall, acting as experts and not arbitrators, calculate the fair value on such bases as they consider most applicable, but without discount for minority or uplift for majority shareholdings and their costs and expenses shall be borne by the Transferring Shareholder.
 - (g) In determining the fair value of the Transferring Shares, the accountants will rely on the following assumptions: the sale is between a willing seller and a willing buyer of the Transferring Shares, the Company is carrying on its business as a going concern and shall continue to do so, the Transferring Shares are sold free of all

restrictions, liens, charges and other encumbrances and the sale is taking place on the date the accountants were instructed to calculate the fair value.

- (h) Following completion of the procedure in respect of the Transferring Shares set out in Articles 8.3(a) to 8.3(g), the Transferring Shareholder shall sell the Transferring Shares as required and shall execute and deliver to the Board stock transfer forms relating to the Transferring Shares as required by the Board against receipt of the Price which the Board may receive from and transfer on behalf of purchasers.
- 8.4 The provisions of Article 8.3 above shall not apply with regard to B Investment Shares. Any B Investment Shareholder shall be entitled to transfer B Investment Shares to such persons and at such prices as they see fit, provided that such transfer is in respect of the B Investment Shareholder's entire holding of B Investment Shares to a single transferee (except with the prior sanction of a resolution of the Board).
- 8.5 Notwithstanding any provision to the contrary, from the Exit Date and at any time thereafter, the holders of the Investor Shares shall be entitled to sell the Investor Shares to one or more third party bona fide purchasers by giving irrevocable written notice to the Company (the "**Exit Notice**"). Upon receipt of an Exit Notice, the Investor and the Founder will jointly appoint an independent investment banking firm to determine the sale price for the Investor Shares (the "**Sale Price**") in accordance with the Shareholders' Agreement, following which:
 - (a) the Company, the Founder and the Existing Investors shall be offered the right of first refusal to purchase the Investor Shares at the Sale Price in accordance with the provisions of Article 8.3, which will apply as if references to A Ordinary Shares were references to the Investor Shares; or
 - (b) in the event that the Company, the Founder and/or the Existing Investors do not exercise their rights to purchase all of the Investor Shares in accordance with Article 8.5(a) (which shall include offers to purchase only part of the Investor Shares), the holders of the Investor Shares shall be entitled to sell the Investor Shares to any willing purchaser(s) on terms no more favourable than those offered to the other holders of Shares under Article 8.5(a).

9. Compulsory Transfers

- 9.1 The provisions of this Article 9 shall apply to any Leaver in respect of his entire holding of Leaver Shares.
- 9.2 Within the period commencing on the relevant Leaving Date and (save as provided below) expiring at midnight on the six month anniversary of such date, the Company may serve a notice on a Leaver notifying him that he is, with immediate effect, deemed to have offered to sell such number of his Leaver Shares (including any additional Leaver Shares acquired by him after the Leaving Date and whether or not such Shares were in issue at the Leaving Date) (the "**Leaver Shares**") at the Leaver Share Price to such person or persons as the Company may specify being any one or more of the person or persons specified in Article 10.4 (a "**Leaver Sale Notice**") and upon receipt of such Leaver Sale Notice, the Leaver shall be obliged to transfer at the Leaver Share Price with full title guarantee and free from all encumbrances and third party rights, the Leaver Shares in accordance with Article 10 (General provisions relating to compulsory transfers).
- 9.3 Any Leaver Shares held by a Leaver shall, irrespective of whether a Leaver Sale Notice has been served, cease to confer upon that Leaver the right to receive notice of, attend and vote at any general meeting, or any meeting of the holders of any class of Shares or to receive and vote on any proposed written resolution or to exercise any

pre-emption or other right and such Leaver Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or for the purposes of a written resolution of any Shareholders or class of Shareholders or in determining entitlements to pre-emption or other rights. This restriction shall cease immediately upon the Company registering a transfer of the relevant Leaver Shares in accordance with these Articles.

- 9.4 For the avoidance of doubt, there shall be no obligation on any party as regards a Leaver to purchase any Leaver Shares prior to service of the Leaver Sale Notice. If no Leaver Sale Notice is served within the time period specified in Article 9.2 the Leaver shall be entitled to retain his Leaver Shares.

10. General provisions relating to compulsory transfers

- 10.1 Completion of the sale and purchase of the Leaver Shares shall take place during normal business hours at the Office within five Business Days of the later of:

- (a) the relevant Leaver Share Price being notified to the Leaver in writing;
- (b) (as the case may be) the completion of any relevant statutory process required to effect any purchase of Leaver Shares by the Company in accordance with Article 10.4(a); or
- (c) the identification of the person to whom such Leaver Shares are to be transferred in accordance with Article 10.4,

or at such other place and/or at such time during normal business hours as the Company may specify, when the relevant Leaver shall deliver to the Company at the Office or such other place as shall have been specified by the Company a duly executed stock transfer form in respect of the relevant Leaver Shares together with the relevant share certificates (or an indemnity in respect of any lost share certificate in a form satisfactory to the Board (acting reasonably)) against payment of the Leaver Share Price for such Leaver Shares. Payment must be:

- (i) in the form of a cheque (drawn on a London clearing bank) delivered at the Office or such other place as shall have been specified by the Company; or
- (ii) by electronic funds transfer or any other method of payment as may be specified by the Company.

- 10.2 Save in the case of an acquisition of any Leaver Shares by the Company under the provisions of these Articles, if any Leaver defaults in transferring any of his Leaver Shares pursuant to Article 9 (Compulsory transfers) or this Article 10, the Company may:

- (a) receive the relevant purchase money in whatever form;
- (b) nominate any person to execute, complete and deliver an instrument of transfer of such Leaver Shares together with any other documents necessary to effect the transfer of such Leaver Shares, in the name and on behalf of the relevant Leaver,

and thereafter, when such instrument has been duly stamped, the Company shall cause the name of the proposed transferee to be entered in the register of members of the Company as the holder of such Leaver Shares and shall hold the purchase money on trust (without interest) for the relevant Leaver. The receipt by the Company of the purchase money shall be a good discharge to the proposed transferee (who shall not

be bound to see to the application thereof) and, after his name has been so entered in the register of members of the Company, the validity of the proceedings shall not be questioned by any person.

- 10.3 In the case of any acquisition of Leaver Shares by the Company under the provisions of these Articles, if the Leaver defaults in transferring any Leaver Shares pursuant to Article 9 and this Article 10, the Company shall be entitled to nominate any person to execute, complete and deliver a buyback agreement, an instrument or form of transfer relating to the buyback of such Leaver Shares, together with any other documents necessary to effect the purchase by the Company of the Leaver Shares, in the name and on behalf of the relevant Leaver and thereafter, when the applicable instrument or form of transfer has (if appropriate) been duly stamped, the Company shall cause such share capital to be cancelled in accordance with the Companies Act and shall hold the purchase money in whatever form on trust (without interest) for the relevant Leaver.
- 10.4 The order of the persons to whom the number and class of Leaver Shares shall be transferred in or pursuant to a Leaver Sale Notice shall be as follows:
- (a) subject to the Company:
 - (i) having sufficient Available Profits; and/or
 - (ii) being entitled to purchase Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Companies Act, pursuant to section 692(1ZA) of the Companies Act,and in either case having sufficient cash available to enable it to buy-back such Shares without (in the view of the Board) prejudicing the financial position of the Company and otherwise subject to compliance with the Companies Act, to the Company; or
 - (b) to the extent such Leaver Shares are not acquired or to be acquired by the Company in accordance with Article 10.4(a), to any other person or persons as may be designated by the Board.

11. Permitted Transfers

- 11.1 A Shareholder (the "Original Shareholder") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise, provided that the Permitted Transferee has executed a deed of adherence in the form substantially contained in the Shareholders' Agreement.
- 11.2 Shares previously transferred as permitted by Article 11.1 may be transferred by the transferee to the Original Shareholder or any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 11.3 Where, upon death of a Shareholder, the persons legally or beneficially entitled to any Shares are Permitted Transferees of that deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees without restriction as to price or otherwise.
- 11.4 A transfer of any Shares approved by the Shareholders and the Board may be made without restriction as to price or otherwise and each transfer shall be registered by the Directors.

- 11.5 Notwithstanding the foregoing, any transfer of Shares by the Founder to any Permitted Transferee shall require the prior written consent of the Investor, such consent not to be unreasonably withheld.

12. Tag along rights

- 12.1 The provisions of Articles 12.2 to 12.6 shall apply if, in one or a series of related transactions, one or more Shareholders propose to transfer any Shares (the "**Proposed Transfer**") which would, if carried out, result in any person (the "**Buyer**"), and any person Acting in Concert with the Buyer, acquiring a Minimum Interest in the Company.
- 12.2 Before making a Proposed Transfer, each Shareholder proposing to transfer Shares (the "**Transfer Shares**") shall:
- (a) offer to the other Shareholders (the "**Continuing Shareholders**"), on the same terms as those offered to the Buyer, the option to purchase such number of Transfer Shares as would allow the Continuing Shareholders to preserve their then proportionate holdings of Shares in the Company and the provisions of Articles 8.2 and 8.3 shall apply; or
 - (b) procure that the Buyer makes an offer (the "**Offer**") to all of the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is equal to the highest price per Share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 12 months preceding the date of the Proposed Transfer (the "**Specified Price**").
- 12.3 The Offer shall be given by written notice (the "**Offer Notice**") at least 30 Business Days (the "**Offer Period**") before the proposed sale date (the "**Sale Date**"). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- (a) the identity of the Buyer;
 - (b) the purchase price and other terms and conditions of payment;
 - (c) the Sale Date; and
 - (d) the number of Shares proposed to be purchased by the Buyer (the "**Offer Shares**")
- 12.4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with Articles 12.2(b) and 12.3, the Shareholders proposing to transfer Shares shall not be entitled to complete the Proposed Transfer and the Directors shall not register any transfer of Shares effected in accordance with the Proposed Transfer.
- 12.5 If the Offer is accepted in writing by any Shareholder (the "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.
- 12.6 If any Accepting Shareholder does not, at the time appointed for completion of the Proposed Transfer, deliver a duly executed stock transfer form in respect of the Offer Shares then the default Accepting Shareholder shall be deemed to have irrevocably appointed any Director to be his agent or attorney to execute all necessary transfer(s) on his behalf against receipt by the Company (on trust for such Accepting Shareholder) of the consideration payable for the Offer Shares. After the Buyer has been registered as the holder of such Offer Shares the validity of such proceedings shall not be

questioned by any such terms. Failure to produce a Share certificate shall not impede the registration of Shares under this Article 12.

- 12.7 Unless and until the Company's issued share capital is listed or quoted on a market operated by a Recognised Investment Exchange and notwithstanding the foregoing provisions of this article 12, if the Founder proposes to undertake a transfer of Shares which would result in the Founder having sold, on a cumulative basis since the date of adoption of these Articles, more than 10% of the Shares held by the Founder in one or a series of transactions, the Investor shall be entitled to sell all or any of the Investor Shares to the proposed purchaser, and the Founder shall procure that such proposed purchaser purchases such number of Investor Shares so desired by the holder of the Investor Shares, on terms no less favourable than those offered to the Founder, taken as a whole.

13. Drag along option

- 13.1 If the holders of a majority percentage of the Shares in issue for the time being (the "**Selling Shareholders**") wish to transfer all of their interest in the Shares (the "**Sellers' Shares**") to a bona fide arm's length purchaser (the "Proposed Buyer"), the Selling Shareholders may require all other Shareholders (the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article (the "**Drag Along Option**").
- 13.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (the "**Drag Along Notice**") at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") pursuant to this Article 13;
 - (b) the person to whom the Called Shares are to be transferred;
 - (c) the consideration payable for the Called Shares which shall, for each Called Share, be an amount equal to the price per Share offered by the Proposed Buyer for the Sellers' Shares; and
 - (d) the proposed date of the transfer.
- 13.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 13.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in Article 13.
- 13.5 Completion of the sale of the Called Shares shall take place on such date as the Proposed Buyer may specify pursuant to Article 13.2(d) (the "**Completion Date**"). The Completion Date shall be such specified date unless the Proposed Buyer, all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of them.
- 13.6 On the Completion Date the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificates) to the Proposed Buyer against a payment of the amounts they are due for their Shares pursuant to Article 13.2(c).

- 13.7 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfer(s) in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any Director to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a Share certificate shall not impede the registration of Shares under this Article 13.

14. Rights attaching to Shares

- 14.1 The share capital of the Company shall comprise A Ordinary Shares and B Investment Shares. The A Ordinary Shares and B Investment Shares shall rank *pari passu* in all respects, save as provided in these Articles.
- 14.2 The B Investment Shares shall have no voting rights attached to them, and holders of B Investment Shares shall not have the right to receive notice of any general meeting, or the right to attend at any general meeting. For the avoidance of doubt, all Shares shall rank *pari passu* for the purposes of any dividend distribution in accordance with article 14.3.
- 14.3 No dividend shall be payable in respect of any Shares unless and until the amount of such dividend when aggregated with all dividends then payable to the holder of such Shares exceeds the sum of £50 and all the dividends declared but not paid pursuant to this Article 14.3 shall be held by the Company as dedicated retained dividends on trust for such holder of Shares and shall be payable to such persons either upon the winding up of the Company or when the cumulative value of such withheld dividends exceeds £50.
- 14.4 No variation shall be made to the rights attaching to the A Ordinary Shares (including any variation to the rights attaching to B Investment Shares which would constitute a variation of the rights attaching to the A Ordinary Shares or have the effect of altering or reducing the effect of the A Ordinary Shares' class rights) without:
- (a) the consent in writing of all the holders of A Ordinary Shares whilst the number of A Ordinary Shareholders is eight or less;
 - (b) with the consent in writing of the holders of a majority in nominal value of the issued A Ordinary Shares or an ordinary resolution passed at a separate general meeting of the holders of the A Ordinary Shares sanctioning the variation, whilst the number of A Ordinary Shareholders is nine or more; and
 - (c) the consent of the Investor has been obtained,

and for the purposes of this Article 14.4, A Ordinary Shares held by a person and any associate of that person (determined in accordance with section 435 Insolvency Act 1986) shall be deemed to be a single shareholding.

15. Purchase of Own Shares

- 15.1 Subject to the Companies Act but without prejudice to any other provision of these Articles, save for as per Article 15.2 below, the Company may purchase its own shares with cash up to any amount in a financial year not exceeding the lower of:

- (a) £15,000; and
- (b) the value of 5% of the Company's share capital.

15.2 The provisions of Article 8.3 shall not apply to this Article 15.

16. Electronic Communication

- 16.1 Without prejudice to Article 48 of the Model Articles, notices and any other communications sent or supplied, by or to Shareholders or Directors under these Articles may be sent or supplied by electronic means as defined in section 1168 of the Companies Act (including via a website, chatroom, extranet, intranet, blog, online social network or forum or other similar mechanism duly notified to such Shareholder or Director or by electronic mail to any email address supplied to the Company, its officers or agents in writing by such Shareholders or Directors).
- 16.2 For the purposes of Article 16.1 above, the Company can assume that any email addresses supplied to the Company, its officers or agents by Shareholders or Directors are up to date and current, and it is the sole responsibility of each Shareholder and Director to update the Company as to any changes in their email addresses, and to ensure that the Company has and uses the correct email address. In this regard, all Shareholders and Directors agree that the Company has no responsibility to any Shareholder or Director who fails to receive any notice or other communication as a result of the Shareholder or Director failing to comply with this Article 16.2.
- 16.3 When any notice or communication is sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, an email shall be sent to Shareholders to inform them of the existence of the notice or communication made on such website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism in accordance with Schedule 5 of the Companies Act.
- 16.4 Any notice or communication sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, shall be deemed to have been served on the intended recipient when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website, and any notice or communication sent by electronic mail or fax shall be deemed to be delivered at the time it was sent and shall be deemed to have been received 24 hours after its transmission.
- 16.5 The Company's obligation to send or supply any notice or communication to Shareholders or Directors is satisfied when the Company transmits an electronic message and the Company is not responsible for a failure in transmission beyond its control.
- 16.6 Each Shareholder and Director shall for the purposes of paragraph 6 and paragraph 9 of Schedule 5 of the Companies Act, be deemed to have agreed to accept notices or communications from the Company in electronic form, and to them being made available on a website, by providing a copy of his email address and expressly consenting to that email address being used for the purpose of receiving notices or communications from the Company in electronic form, and to the Company making information available on a website.

17. Board Representation

- 17.1 The number of directors of the Company shall be no less than three and the Investor shall have the right to appoint one of such five directors (such right not being subject to Articles 17.2 and 17.3 below).
- 17.2 Any Qualifying Shareholder shall be entitled to appoint one nominee Director to the Board, and to remove and replace such nominee Director upon written notice to the Board, provided that such nominee Director shall have been previously approved by the Board such approval not to be unreasonably withheld or delayed.
- 17.3 Any Director appointed to the Board in accordance with Article 17.2 above shall immediately resign as a Director should his appointing Qualifying Shareholder cease to be a Qualifying Shareholder, unless the Board resolves that he should continue in office.