

Company No. 08804411

THE COMPANIES ACT 2006 COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

REVOLUT LTD

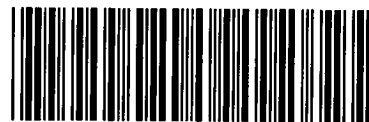
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(Adopted by a special resolution passed on 24 April 2020)

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COMPANY NO. 08804411

COMPANIES ACT 2006 COMPANY LIMITED BY SHARES

## ARTICLES OF ASSOCIATION

of

**REVOLUT LTD**

(Adopted by a special resolution passed on 24 April 2020)

### **1 PRELIMINARY**

1.1 In these Articles and (where appropriate) in the Model Articles:

- |                                  |  |
|----------------------------------|--|
| <b>"Act"</b>                     | the Companies Act 2006;  |
| <b>"Acting in Concert"</b>       | 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);  |
| <b>"Additional Offer Shares"</b> | has the meaning given in article 12.3;   |
| <b>"Adoption Date"</b>           | the date of adoption of these Articles;  |
| <b>"Affiliate"</b>               | with respect to any person: <ul style="list-style-type: none"><li>(a) any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such person and for the purposes of this definition, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or agency or otherwise; or</li><li>(b) where that person is a partnership, another partner in that partnership or a linked, related or successor partnership or fund, or any other funds managed by such partnership; or</li><li>(c) in relation to an Ordinary Series Shareholder:<ul style="list-style-type: none"><li>(i) any Fund in respect of which such Ordinary Series Shareholder (or any of its related entities including its manager, administrator or delegate or investment advisor to its general partner) is manager, adviser, administrator or delegate or investment adviser to the Fund or its general partner or owner;</li><li>(ii) any manager, administrator, delegate or investment adviser of any Ordinary Series Shareholder;</li><li>(iii) any custodian or nominee for, or company owned or controlled by any Ordinary Series</li></ul></li></ul> |

	Shareholder;
	(iv) which is a nominee, such person for whom it is a nominee, or any other nominee of that person;
"Agreed Terms"	has the meaning given in article 8.2.1(b);
"AIM"	the AIM market of The London Stock Exchange plc;
"Allocation Notice"	has the meaning given in article 8.1.5;
"Articles"	these articles of association or as from time to time altered or replaced;
"Asset Sale"	(a) any sale by one or more Group Companies of the whole or substantially the whole of the business and assets of the Group, or any merger or reorganisation of a Group Company; or (b) the grant of an exclusive irrevocable license by a Group Company to a person (other than another Group Company) of all or a substantial part of the Group's intellectual property rights, other than in connection with a sale by a Group Company of the whole or substantially the whole of its business and assets to another Group Company made as part of a <i>bona fide</i> reorganisation of the Group;
"Auditors"	the auditors from time to time of the Company;
"Balderton"	Balderton Capital V, L.P. and any of its successors, Permitted Transferees or assigns;
"Board"	the board of Directors of the Company (or, when the context requires, a subsidiary of the Company) or any committee of such board of Directors;
"Business Day"	a day other than Saturday, Sunday or a day on which banks are generally closed in the City of London;
"Chairperson"	the chair of the Board from time to time;
"CEO"	the chief executive officer or any equivalent officer of the Company from time to time;
"Clawback Notice"	a notice deemed to have been served by the Company pursuant to articles 7.3, 7.4, 7.6 or 7.7;
"clear days"	in relation to the period of a notice, means that period excluding the day when the notice shall be served or deemed to be served and the day for which it shall be given or on which it shall take effect;
"Company"	Revolut Ltd (incorporated and registered in England and Wales under company number 08804411);
"Compulsory Purchase Notice"	has the meaning given in article 10.1;
"Compulsory Transfer"	a transfer made pursuant to and in accordance with article 9;
"Connected Person"	in relation to a person, any other person: (a) who is a connected person (as defined in

	sections 1122 and 1123 of the Corporation Tax Act 2010) to the first mentioned person; or
	(b) with whom the first mentioned person is acting in concert (as defined in The City Code on Takeovers and Mergers);
"Controlling Interest"	ownership of the legal and/or beneficial interest or title to at least a majority of the Shares in issue taken together;
"Conversion Date"	has the meaning given in article 3.3.7;
"Conversion Rate"	has the meaning given in article 3.3.1;
"Costs of Sale"	the professional and advisory fees and expenses incurred by the Company or the Drag-Along Sellers in connection with the sale of the Company;
"Crowdcube Nominee"	Crowdcube Nominees Limited or such replacement nominee to which its Shares are transferred from time to time in accordance with article 7;
"Default Shares"	has the meaning given in article 6.3;
"Directors"	the directors from time to time of the Company (or, where the context requires, of any subsidiary of the Company from time to time) (and "Director" shall be construed accordingly);
"Drag-Along Purchaser"	has the meaning given in article 10.1;
"Drag-Along Sellers"	has the meaning given in article 10.1;
"DST"	DST Global V, L.P., DST Investments XX, L.P., DST Global V Co-Invest, L.P., DST Global VII, L.P. and any of their respective Affiliates, successors, Permitted Transferees or assigns;
"Employee"	an individual who is employed by or who provides consultancy services to, the Company or any member of the Group;
"Employee Shares"	in relation to an Employee or a former Employee means all Ordinary Shares held by: <ul style="list-style-type: none"> <li>(a) the Employee or former Employee in question; and</li> <li>(b) any Permitted Transferee of that Employee or former Employee other than those Ordinary Shares held by those persons that an Ordinary Series Majority declares itself satisfied were not acquired directly or indirectly from the Employee or former Employee or by reason of that person's relationship with the Employee or former Employee;</li> </ul>
"Entitled Ordinary A Majority"	the holder or holders together from time to time of more than 50% of the Qualifying Ordinary A Shares in respect of which the Offer Price is below the Subscription Price for such Shares;
"Excess Shares"	Sale Shares in excess of his Shareholder Proportion;
"executed"	includes any mode of execution;

**"Exercising D Investor"**

has the meaning given in article 4.1;

**"Exercising E Investor"**

has the meaning given in article 4.3;

**"Expert"**

the Auditors, or in the event that the Auditors are unable or unwilling to act, an independent firm of chartered accountants chosen by agreement between the Company and the relevant Shareholder or Shareholders, or in the event that they are unable to agree within 5 Business Days, a firm of chartered accountants nominated by the President for the time being of the Institute of Chartered Accountants of England and Wales (in each case acting as experts and not as arbitrators);

**"Fair Value"**

shall be as determined in article 11;

**"Family Trust"**

as regards any particular individual Shareholder or deceased or former individual Shareholder, trusts (whether arising under a settlement, declaration of trust or other instrument, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the individual Shareholder and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income of such Share is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred by such terms on any person or persons;

**"Founder"**

Nikolay Storonsky;

**"Fund"**

any investment fund, collective investment scheme or unit trust or other investment vehicle (howsoever structured);

**"Group"**

the Company, its subsidiaries and subsidiary undertakings from time to time and **"Group Company"** means any one of them from time to time;

**"holder"**

in relation to Shares means the Shareholder whose name is entered in the register of Shareholders of the Company as the holder of the Shares;

**"Index Funds"**

each of Index Ventures VII (Jersey), LP, Index Ventures VII Parallel Entrepreneur Fund (Jersey), LP Yucca (Jersey), SLP in its capacity as administrator of the Index Co-In vestment Scheme, Index Ventures Growth III (Jersey), LP, and Yucca (Jersey) SLP in its capacity as administrator of the Index Ventures Growth III Co-Investment Scheme and any of their respective Permitted Transferees or assigns;

**"Initial Offer"**

shall bear the meaning set out in article 12.3;

**"Issue" or "Reorganisation"**

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 Ordinary Series Shareholders) or any consolidation or sub-division or any repurchase or redemption of Shares (other than Ordinary Series Shares) or any variation in the Subscription Price or Conversion Rate applicable to any other outstanding Shares of the Company in each case other than Shares issued as a result of the events set out in article 12.6;
"Listing"	the listing or admission to trading of all or any shares in any Group Company or depositary receipts representing any such shares on or to any Recognised Investment Exchange or Overseas Investment Exchange (as those terms are defined in the Financial Services and Markets Act 2000) or AIM or NASDAQ or the offering to the public of any such shares or depositary receipts representing any such shares in any jurisdiction;
"Listing Price"	the mid-point of the price range as set out in the final prospectus to be published in connection with a Listing;
"Material Shareholder"	any holder or holders (provided such holders are Affiliates) of Shares where the aggregate Subscription Price paid up or credited as paid up on the Shares held by such holder(s) and/or its Affiliates (including the full amount of any premium at which such Shares were issued or deemed to be issued) is greater than US\$60,000,000 and "Material Shareholders" means all of them together;
"Member of the same Group"	as regards any body corporate, any other body corporate which is from time to time a holding company, parent undertaking or subsidiary of such body corporate, or a subsidiary of any such parent undertaking of such body corporate;
"Memorandum"	the memorandum of association of the Company, as amended from time to time;
"Minority Shareholder"	has the meaning given in article 10.1;
"Model Articles"	the model articles for private companies 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;
"NASDAQ"	the NASDAQ Global Market of the NASDAQ OMX Group, Inc.;
"Net Proceeds"	has the meaning given in article 3.2.1;
"New Securities"	any Shares or other securities convertible into, or carrying the right to subscribe for those Shares, issued by the Company after the Adoption Date (other than Shares or securities issued as a result of the events set out in article 12.6);
"Non-Participating Investor"	has the meaning given in article 8.2.1;
"Offer Price"	has the meaning given in article 12.2.1;
"Offer Shares"	has the meaning given in article 12.2;

<b>"Ordinary A Qualified Majority"</b>	the holder or holders together from time to time of at least 55% of: <ul style="list-style-type: none"> <li>(a) for the purposes of article 3.2.5, the Qualifying Ordinary A Shares in issue; and</li> <li>(b) for the purposes of article 3.3.2, the Ordinary A Shares in issue;</li> </ul>
<b>"Ordinary A Shares"</b>	the Ordinary A Shares of £0.0000001 each in the share capital of the Company in issue from time to time and a holder of Ordinary A Shares shall be referred to as an <b>"Ordinary A Shareholder"</b> ;
<b>"Ordinary A Super Majority"</b>	the holder or holders together from time to time of at least 85% of the Ordinary A Shares in issue;
<b>"Ordinary D Anti-Dilution Shares"</b>	has the meaning given in article 4.1;
<b>"Ordinary D Majority"</b>	the holder or holders together from time to time of more than 50% of the Ordinary D Shares in issue (including for these purposes any Ordinary Shares deriving from conversion of Ordinary D Shares pursuant to these Articles);
<b>"Ordinary D Shares"</b>	the Ordinary D Shares of £0.0000001 each in the share capital of the Company in issue from time to time and a holder of Ordinary D Shares shall be referred to as an <b>"Ordinary D Shareholder"</b> ;
<b>"Ordinary E Anti-Dilution Shares"</b>	has the meaning given in article 4.3;
<b>"Ordinary E Shares"</b>	the Ordinary E Shares of £0.0000001 each in the share capital of the Company in issue from time to time and a holder of Ordinary E Shares shall be referred to as an <b>"Ordinary E Shareholder"</b> ;
<b>"Ordinary E Special Majority"</b>	the holder or holders of Ordinary E Shares together, who are entitled to at least 75% of the aggregate of the Ordinary E Shares, which majority must include TCV and, solely for purposes of article 12.2, DST;
<b>"Ordinary Series Allocation Notice"</b>	has the meaning given in article 5.2.4;
<b>"Ordinary Series Majority"</b>	the holder or holders together from time to time of at least 50% of the Ordinary Series Shares in issue;
<b>"Ordinary Series Member Applicant"</b>	has the meaning given in article 5.2.4;
<b>"Ordinary Series Shareholder"</b>	any holder of Ordinary Series Shares;
<b>"Ordinary Series Shares"</b>	the Ordinary A Shares, the Ordinary D Shares and the Ordinary E Shares;
<b>"Ordinary Series Transfer Notice"</b>	has the meaning given in article 5.2.1;
<b>"Ordinary Series Transfer Price"</b>	has the meaning given in article 5.2.1;
<b>"Ordinary Shares"</b>	the ordinary shares of £0.0000001 each in the share capital of the Company in issue from time to time;
<b>"Participating Shareholder"</b>	has the meaning given in article 12.3;
<b>"Permitted Transfer"</b>	a transfer of Shares authorised by article 7;
<b>"Permitted Transferee"</b>	a person to whom or which Shares have been, or may be, transferred pursuant to a Permitted Transfer;



<b>"Privileged Relation"</b>	in relation to an individual Shareholder or deceased or former individual Shareholder the sibling, civil partner, husband or wife or the widower or widow of such Shareholder and all the lineal descendants and ascendants in direct line of such Shareholder and a civil partner, husband or wife or widower or widow of any of the above persons and for such purposes, a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant;
<b>"Pro Rata Offer Shares"</b>	has the meaning given in article 12.2;
<b>"Pro Rata Proportion"</b>	has the meaning given in article 12.2;
<b>"Purchasing Shareholders"</b>	has the meaning given in article 8.2.1;
<b>"Qualifying D Issue"</b>	has the meaning given in article 4.1;
<b>"Qualifying E Issue"</b>	has the meaning given in article 4.3;
<b>"Qualifying Ordinary A Shareholder"</b>	any holder of Qualifying Ordinary A Shares;
<b>"Qualifying Ordinary A Shares"</b>	all Ordinary A Shares excluding the Ordinary A Shares where the original Subscription Price at the time of issue for such Shares is equal to £3.81;
<b>"Qualifying Ordinary Series Shares"</b>	the Ordinary Series Shares excluding the Ordinary A Shares where the original Subscription Price at the time of issue for such Shares is equal to £3.81;
<b>"Qualifying Shareholders"</b>	has the meaning given in article 12.2 and "Qualifying Shareholder" means any one of them;
<b>"Ribbit"</b>	Ribbit Capital III, L.P. and any of its Affiliates, successors, Permitted Transferees or assigns;
<b>"Sale"</b>	the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them in the acquiring entity are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;
<b>"Sale Ordinary Series Shares"</b>	has the meaning given in article 5.2.1;
<b>"Sale Shares"</b>	the number of Shares to be transferred pursuant to a Transfer Notice;
<b>"Seedrs Beneficial Owner"</b>	has the meaning given in article 7.5.5(c);
<b>"Seedrs Investors"</b>	the beneficiaries on whose behalf the Seedrs Nominee holds Shares on trust and as nominee;
<b>"Seedrs Nominated Custodian"</b>	means Seedrs Nominees Limited, a limited company incorporated in England and Wales under No. 08756825 whose registered office is at Churchill House, 142-146 Old Street, London EC1V 9BW, United Kingdom;
<b>"Seedrs Nominee"</b>	Seedrs Limited, a limited company incorporated in

England and Wales under No. 06848016 whose registered office is at Churchill House, 142-146 Old Street, London EC1V 9BW, United Kingdom or such replacement nominee to which its Shares are transferred from time to time in accordance with article 7;

**"Selling Ordinary Series Shareholder"** has the meaning given in article 5.2.1;

**"Selling Shareholder"**

a person who is deemed to have served a Transfer Notice in respect of his Shares in accordance with articles 7, 8 or 9;

**"Share" or "Shares"**

any share or shares in the capital of the Company, whether in existence at the date of adoption of these Articles or subsequently issued;

**"Shareholder"**

any holder for the time being of a Share or Shares;

**"Shareholder Majority"**

the holder or holders together from time to time of at least 50% of the Shares in issue (excluding any Shares held by the Founder, the Crowdcube Nominee or the Seedrs Nominee);

**"Shareholder Proportion"**

for the purposes of:

- (a) article 5.2.3 and the definition of Excess Shares means a pro rata entitlement (as nearly as may be) to Sale Shares based on the number of Shares held by such Shareholder as a proportion of the total number of Shares then in issue (as though all Ordinary Series Shares had been converted into Ordinary Shares);
- (b) article 8.1.4 means a Material Shareholder's pro rata entitlement (as nearly as may be) to Sale Shares based on the number of Shares held by such Material Shareholder as a proportion of the total number of Shares held by all Material Shareholders (as though all Ordinary Series Shares had been converted into Ordinary Shares);

**"Subscription Agreement"**

the subscription agreement entered into between the Initial New In vestors, the Initial Participating Shareholders (as such terms are defined therein) and the Company dated \_\_\_\_\_ 2020 and to which the First Completion In vestors (other than the Initial Investors) and any Second Completion Investors (as such terms are defined therein) shall be required to adhere to;

**"Subscription Price"**

in relation to any Share the amount paid up or credited as paid up on such Share in the currency paid on subscription by the relevant Shareholder (including the full amount of any premium at which such Share was issued or deemed to be issued) (if applicable, adjusted as referred to in articles 4.1 and 4.3 or to reflect any Issue or Reorganisation);

**"TCV"**

each of TCV X, L.P., TCV X (A) Blocker, L.P. and TCV X (B), L.P. and any of their respective Affiliates, successors, Permitted Transferees or assigns;

<b>"Third Party Purchaser"</b>	has the meaning given in article 8.1.8;
<b>"Transfer Notice"</b>	has the meaning given in article 8.1.2;
<b>"Transfer Price"</b>	the price (in cash) at which the Sale Shares will be transferred; and
<b>"Whole Interest"</b>	in relation to a Share, the entire legal and beneficial interest in and rights in respect of such Share.

- 1.2 A reference to any statute or statutory provision is to be construed as a reference to such statute or provision as amended, consolidated or re-enacted from time to time and to any orders, regulations, instruments or other subordinate legislation (and relevant codes of practice) made under the relevant statute for the time being in force.
- 1.3 Unless the context otherwise requires:
- 1.3.1 words in the singular include the plural, and vice versa;
- 1.3.2 words importing one gender include the other gender;
- 1.3.3 a reference to a person includes a reference to a body corporate and to an unincorporated body of persons; and
- 1.3.4 unless otherwise defined in these Articles, words or expressions contained in these Articles bear the same meaning as in the Act.
- 1.4 The headings are inserted for convenience only and do not affect the construction of these Articles.
- 1.5 Any reference in these Articles to a Shareholder shall be deemed to include a reference to their Permitted Transferees, unless the context requires otherwise.
- 1.6 The following articles of the Model Articles shall not apply to the Company: 3 to 5 (inclusive), 8 to 14 (inclusive), 16 to 19 (inclusive), 21 to 23 (inclusive), 24(2)(c), 26(5), 27, 28, 29, 38, 40 to 46 (inclusive), 48 and 50 to 53 (inclusive). In addition to the remaining regulations of the Model Articles as varied by the provisions of these Articles, the following shall be the Articles of the Company. If there is any inconsistency between these Articles and Model Articles, the provisions of these Articles shall prevail.

## **2. SHARE CAPITAL AND LIABILITY OF MEMBERS**

- 2.1 The Shares shall entitle the holders of those Shares to the rights and privileges and subject them to the restrictions and provisions set out in these Articles.
- 2.2 The rights conferred upon the holders of Shares of any class shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* with or senior to the Shares of that class, provided that the issue of Ordinary E Shares except pursuant to the Subscription Agreement or article 4 shall be deemed a variation of class rights attaching to the Ordinary E Shares.
- 2.3 Any amendment, modification or waiver of article 2.2, this article 2.3, articles 3.2.2, 3.3.4, 3.3.6 to 3.3.12 (inclusive), articles 4.3, 4.4, 4.5 and article 12.2 shall require the prior written consent of the Ordinary E Special Majority.
- 2.4 Any amendment, modification or waiver of this article 2.4, articles 3.2.2, 3.3.3, 3.3.5, 3.3.7 to 3.3.12 (inclusive), articles 4.1, 4.2 and the inclusion of DST in the definition of "Ordinary E Special Majority" shall require the prior written consent of the Ordinary D Majority.
- 2.5 Any amendment, modification or waiver of the definition of "Material Shareholder" or of any provision applicable to a Material Shareholder shall require the prior written consent of such Material Shareholder.
- 2.6 Except as required by law, and even when the Company shall have express notice of that fact, no person shall be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by the 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 such Share in the holder.

- 2.7 The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.
- 2.8 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from article 22(2) of the Model Articles.
- 2.9 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and".
- 2.10 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".
- 2.11 Subject to the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.

### **3 RIGHTS ATTACHING TO THE SHARES**

#### **3.1 Income**

All Shares shall rank *pari passu* in respect of dividends and dividends shall be paid to the Shareholders pro rata according to the number of Shares held by each Shareholder respectively (in the case of Ordinary Series Shares, as though they had been fully converted into Ordinary Shares in accordance with article 3.3).

#### **3.2 Capital**

3.2.1 On a return of capital, on a liquidation, reduction of capital or otherwise (including following an Asset Sale), the surplus assets of the Company remaining after payment of its liabilities (including the sale costs on an Asset Sale) ("Net Proceeds") shall be distributed (to the extent the Company is lawfully permitted to do so) amongst the Shareholders pro rata according to the number of Shares held by each Shareholder respectively (in the case of the Ordinary Series Shares, as though they had been fully converted into Ordinary Shares in accordance with article 3.3).

3.2.2 In the event of a Sale, the proceeds of such Sale (net of any costs associated with such Sale) shall be distributed between the Shareholders as follows:

- (a) to each holder of Qualifying Ordinary Series Shares in priority to all other Shareholders, an amount equal to the Subscription Price for each Qualifying Ordinary Series Share held (as if the Qualifying Ordinary Series Shares constituted the same class of Shares) plus any arrears or accruals of dividend (if any) on the Qualifying Ordinary Series Shares (as the case may be) due or declared but unpaid down to the date of the proceeds of such Sale being returned, provided that if there are insufficient Net Proceeds to pay such amounts to all holders of Qualifying Ordinary Series Shares, in full, the available Net Proceeds shall be distributed to the holders of Qualifying Ordinary Series Shares in proportion to the Subscription Price of the Qualifying Ordinary Series Shares held by them and arrears or accruals of dividend due to them respectively; and
- (b) thereafter the balance of the Net Proceeds, if any, shall be distributed to each holder of Ordinary Series Shares that are not Qualifying Ordinary Series Shares and each holder of Ordinary Shares (including any Ordinary Shares arising from conversion of the Ordinary Series Shares under article 3.3) in proportion to the number of Shares held by them respectively as if such Shares constituted the same class of Shares.

3.2.3 Solely with respect to the Ordinary D Shares, the provisions of this article 3.2 (or any provisions that require compliance with this article 3.2) may not be amended or waived without the prior written consent of the Ordinary D Majority.

3.2.4 Solely with respect to the Ordinary E Shares, the provisions of this article 3.2 (or any provisions that require compliance with this article 3.2) may not be amended or waived

without the prior written consent of the Ordinary E Special Majority.

- 3.2.5 Solely with respect to the Ordinary A Shares, the provisions of this article 3.2 (or any provisions that require compliance with this article 3.2) may not be amended or waived without the prior written consent of the Ordinary A Qualified Majority.

### 3.3 Conversion

- 3.3.1 Immediately on the request in writing, at any time, by an Ordinary Series Shareholder, such number of his Ordinary Series Shares as such Ordinary Series Shareholder shall specify shall on the date of such request automatically be converted into and re-designated as Ordinary Shares at the rate of one Ordinary Share for every Ordinary Series Share (as adjusted from time to time as provided herein, the "Conversion Rate").

- 3.3.2 All of the fully paid Ordinary A Shares then in issue shall automatically be converted into and re-designated as Ordinary Shares at the Conversion Rate immediately upon:

(a) the request in writing, at any time of an Ordinary A Super Majority regardless of whether such Ordinary A Shares are held by the Ordinary A Super Majority or any other Ordinary A Shareholder not being one of the Ordinary A Super Majority; or

(b) subject to articles 3.3.5 and 3.3.6, the occurrence of a Listing.

Any amendment, modification or waiver of this article 3.3.2 shall require the prior written consent of the Ordinary A Qualified Majority.

- 3.3.3 All of the fully paid Ordinary D Shares then in issue shall automatically be converted into and re-designated as Ordinary Shares at the Conversion Rate immediately upon:

(a) the request in writing, at any time of an Ordinary D Majority regardless of whether such Ordinary D Shares are held by the Ordinary D Majority or any other Ordinary D Shareholder not being one of the Ordinary D Majority; or

(b) subject to articles 3.3.5 and 3.3.6, the occurrence of a Listing.

Any amendment, modification or waiver of this article 3.3.3 shall require the prior written consent of the Ordinary D Majority.

- 3.3.4 All of the fully paid Ordinary E Shares then in issue shall automatically be converted into and re-designated as Ordinary Shares at the Conversion Rate immediately upon:

(a) the request in writing, at any time of an Ordinary E Special Majority regardless of whether such Ordinary E Shares are held by the Ordinary E Special Majority or any other Ordinary E Shareholder not being one of the Ordinary E Special Majority; or

(b) subject to articles 3.3.5 and 3.3.6, the occurrence of a Listing.

Any amendment, modification or waiver of this article 3.3.4 shall require the prior written consent of the Ordinary E Special Majority.

- 3.3.5 If, and only to the extent, immediately prior to a Listing, the Listing Price is less than the Subscription Price originally paid for an Ordinary D Share (as may be adjusted in accordance with Article 4), then the Conversion Rate applied pursuant to articles 3.3.2(b), 3.3.3(b) and 3.3.4(b) shall be adjusted such that the proportion that the Ordinary Shares held by an Ordinary D Shareholder bears to the total number of Ordinary Shares in issue following conversion shall be equal to the proportion that the proceeds that the Ordinary D Shareholder would have been entitled to receive in the event of a Sale in accordance with article 3.2.2 bears to the total proceeds all Shareholders would have been entitled to receive in the event of a Sale in accordance with article 3.2.2 where the aggregate value of such proceeds equals

the value of the Company assuming each Ordinary Share (including converted Ordinary D Shares) is equal to the Listing Price.

- 3.3.6 If, and only to the extent, immediately prior to a Listing, the Listing Price is less than the Subscription Price originally paid for an Ordinary E Share (as may be adjusted in accordance with Article 4), then the Conversion Rate applied pursuant to articles 3.3.2(b), 3.3.3(b) and 3.3.4(b) shall be adjusted such that the proportion that the Ordinary Shares held by an Ordinary E Shareholder bears to the total number of Ordinary Shares in issue following conversion shall be equal to the proportion that the proceeds that the Ordinary E Shareholder would have been entitled to receive in the event of a Sale in accordance with article 3.2.2 bears to the total proceeds all Shareholders would have been entitled to receive in the event of a Sale in accordance with article 3.2.2 where the aggregate value of such proceeds equals the value of the Company assuming each Ordinary Share (including converted Ordinary E Shares) is equal to the Listing Price.
- 3.3.7 The "Conversion Date" for the purposes of this article 3.3 means, depending on whether the conversion is to take place pursuant to articles 3.3.1, 3.3.2, 3.3.3 or 3.3.4, the date upon which the applicable Ordinary Series Shares are to be converted into Ordinary Shares as specified in the applicable article. Where conversion is mandatory on the occurrence of a Listing under articles 3.3.2(b), 3.3.3(b) or 3.3.4(b), that conversion will be effective only immediately prior to and conditional upon such Listing and, if such Listing does not become effective or does not take place, such conversion shall be deemed not to have occurred.
- 3.3.8 The Ordinary Shares arising on such conversion and redesignation pursuant to this article 3.3 shall rank *pari passu* in all respects with the Ordinary Shares then in issue and fully paid up and shall entitle the holders of the Ordinary Shares to all dividends and other distributions declared, made or paid on the Ordinary Shares by reference to any record date occurring after the Conversion Date.
- 3.3.9 If the Ordinary Shares or the Ordinary Series Shares are consolidated or sub-divided then the number of Ordinary Shares into which Ordinary Series Shares are to be converted and redesignated shall be reduced or increased accordingly and if any doubt arises as to the number of them the certificate of the opinion of the Expert shall be conclusive and binding save in the case of manifest error.
- 3.3.10 If the Company shall make any capital distribution to the holders of Ordinary Shares (but not to the holders of Ordinary Series Shares), then the Conversion Rate shall be adjusted accordingly by such amount determined to be appropriate by the Expert, whose certificate shall be conclusive and binding save in the case of manifest error. For the purposes of this article 3.3.10 "capital distribution" means:
- (a) any distribution of capital profits (whether realised or not) or capital reserves, except by means of a capitalisation issue made in the form of fully paid Ordinary Shares in relation to which an adjustment pursuant to article 3.3.11 is made; or
  - (b) a repayment of capital or purchase of the Company's own Ordinary Shares (other than a redemption or purchase of redeemable Shares in accordance with the terms of issue of such Shares).
- 3.3.11 If there is an allotment of Ordinary Shares (which shall only be allotted fully paid), whether pursuant to a capitalisation of profits or reserves (including share premium account and capital redemption reserve) to holders of Ordinary Shares while any Ordinary Series Shares remain capable of being converted into Ordinary Shares, then the number of Ordinary Shares to be issued on conversion of Ordinary Series Shares after that allotment shall be increased by a corresponding adjustment of the Conversion Rate to reflect the percentage increase in the Ordinary Shares in issue.
- 3.3.12 In the case of:
- (a) articles 3.3.1, 3.3.2(a), 3.3.3(a) or 3.3.4(a) upon the Conversion Date; and

- (b) articles 3.3.2(b), 3.3.3(b) and 3.3.4(b) at least five Business Days prior to the occurrence of the Listing,

each holder of applicable Ordinary Series Shares shall deliver to the Company at its registered office the certificates for his Ordinary Series Shares or an indemnity for lost share certificates in favour of the directors and the Company, duly executed by such holder of Ordinary Series Shares, and in the case of articles 3.3.1, 3.3.2(a), 3.3.3(a) and 3.3.4(a) upon such delivery, and in the case of articles 3.3.2(b), 3.3.3(b) and 3.3.4(b), upon such Listing becoming effective, there shall be issued to him a certificate for the number of Ordinary Shares resulting from the conversion and re-designation of his Ordinary Series Shares, or where relevant in the case of a Listing, evidence that the relevant number of Ordinary Shares are being held in dematerialised form on behalf of such holder.

#### 4 **ANTI-DILUTION PROTECTION**

- 4.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Subscription Price relating to an Ordinary D Share (a "Qualifying D Issue") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that the Ordinary D Majority shall have specifically waived the rights of all of the holders of the Ordinary D Shares, offer (such offer, unless waived, to remain open for acceptance for not less than 15 Business Days) to each holder of Ordinary D Shares (the "Exercising D Investor") the right to receive such number of new Ordinary D Shares by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with article 4.5 (the "Ordinary D Anti-Dilution Shares"):

*Broad-Based Weighted Average Ratchet*

$$\frac{SIP}{WA} - \frac{Z}{N} =$$

Where:

N = Number of Ordinary D Anti-Dilution Shares to be issued to the Exercising D Investor;

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = the Subscription Price of the Ordinary D Share in question;

ESC = the number of Shares in issue plus the aggregate number of 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 a Qualifying D Issue;

QISP = the per share price of the New Securities issued pursuant to the Qualifying D Issue;

NS = the number of New Securities issued pursuant to the Qualifying D Issue;

Z = the number of Ordinary D Shares held by the Exercising D Investor.

- 4.2 The Ordinary D Anti-Dilution Shares shall:

- 4.2.1 be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising D Investors shall agree otherwise, in which event the Exercising D Investors shall be entitled to subscribe for the Ordinary D Anti-Dilution Shares in cash at par. In the event of any dispute between the Company and any Exercising D Investor as to the effect of article 4.1, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Ordinary D Anti-

Dilution Shares to be issued. The Auditors' certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising D Investor; and

4.2.2 subject to the payment of any cash payable pursuant to article 4.2.1 (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing Ordinary D Shares, within 5 Business Days of the expiry of the offer being made by the Company to the Exercising D Investor and pursuant to article 4.2.1.

4.3 If New Securities are issued by the Company at a price per New Security which equates to less than the Subscription Price relating to an Ordinary E Share (a "Qualifying E Issue") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that the Ordinary E Special Majority shall have specifically waived the rights of all of the holders of the Ordinary E Shares, offer (such offer, unless waived, to remain open for acceptance for not less than 15 Business Days) to each holder of Ordinary E Shares (the "Exercising E Investor") the right to receive such number of new Ordinary E Shares by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with article 4.5 (the "Ordinary E Anti-Dilution Shares"):

*Broad-Based Weighted Average Ratchet*

$$\frac{SIP}{WA} - \frac{Z}{N} =$$

Where:

N = Number of Ordinary E Anti-Dilution Shares to be issued to the Exercising E Investor;

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$

SIP = the Subscription Price of the Ordinary E Share in question;

ESC = the number of Shares in issue plus the aggregate number of 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 a Qualifying E Issue;

QISP = the per share price of the New Securities issued pursuant to the Qualifying E Issue;

NS = the number of New Securities issued pursuant to the Qualifying E Issue;

Z = the number of Ordinary E Shares held by the Exercising E Investor.

4.4 The Ordinary E Anti-Dilution Shares shall:

4.4.1 be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or an Ordinary E Special Majority shall agree otherwise, in which event the Exercising E Investors shall be entitled to subscribe for the Ordinary E Anti-Dilution Shares in cash at par. In the event of any dispute between the Company and any Exercising E Investor as to the effect of article 4.3, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Ordinary E Anti-Dilution Shares to be issued. The Auditors' certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising E Investor; and

4.4.2 subject to the payment of any cash payable pursuant to article 4.4.1 (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing Ordinary E Shares, within 5 Business Days of the expiry of the offer



being made by the Company to the Exercising E Investor and pursuant to article 4.4.1.

- 4.5 In the event of any Issue or Reorganisation, the Subscription Price of an Ordinary E Share or Ordinary D Share, for the purposes of this article 4 only shall be subject to adjustment on such basis as may be agreed by the Company with an Ordinary E Special Majority, in the case of an Ordinary E Share, and an Ordinary D Majority, in the case of an Ordinary D Share, in each case within 10 Business Days after any Issue or Reorganisation. If the Company and the Ordinary E Special Majority or the Ordinary D Majority, as applicable, cannot or do not agree such adjustment it shall be referred to the Auditors 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 Auditors shall be borne by the Company.

## **5 TRANSFERS OF ORDINARY SERIES SHARES**

- 5.1 Save as provided in this article 5, there are no restrictions whatsoever on the transfer of Ordinary Series Shares (notwithstanding any other provision of these Articles), and the Board shall promptly approve for registration and cause to be registered any duly stamped stock transfer form in relation to any such transfer presented to the Board for registration.

### **5.2 Sale Process**

- 5.2.1 If any Ordinary Series Shareholder (the "Selling Ordinary Series Shareholder") wishes to transfer any interest in any Ordinary Series Shares ("Sale Ordinary Series Shares") to any other person (other than pursuant to a Permitted Transfer in accordance with article 7 (Permitted Transfers) and subject always to article 10 (Drag-Along Transfers)) such Selling Ordinary Series Shareholder shall give notice in writing (the "Ordinary Series Transfer Notice") to the Board of his wish specifying:

- (a) the number of Sale Ordinary Series Shares which he wishes to transfer;
- (b) the proportion of the Selling Ordinary Series Shareholder's total holding of Ordinary Series Shares which the Sale Ordinary Series Shares represent;
- (c) the name of the third party (if any) to whom he proposes to sell the Sale Ordinary Series Shares; and
- (d) the price (in cash) at which he wishes to transfer the Sale Ordinary Series Shares (the "Ordinary Series Transfer Price").

- 5.2.2 The Ordinary Series Transfer Notice shall be deemed to appoint the Company (acting by the Board) as the agent of the Selling Ordinary Series Shareholder for the sale of the Sale Ordinary Series Shares at the Ordinary Series Transfer Price.

- 5.2.3 Promptly on receipt of the Ordinary Series Transfer Notice, the Board shall give notice in writing to each of the other Ordinary Series Shareholders informing them of the number of Sale Ordinary Series Shares that are available to purchase and the Ordinary Series Transfer Price. Such notice shall invite each such Ordinary Series Shareholder to state, in writing within 15 Business Days from the date of such notice (which date shall be specified in such notice), whether he is willing to purchase any and, if so, how many of the Sale Ordinary Series Shares. Each such Ordinary Series Shareholder shall be entitled to purchase up to his Shareholder Proportion, and he shall also indicate whether he is prepared to purchase Excess Shares. Each such Ordinary Series Shareholder shall be allocated his Shareholder Proportion (or such lesser number of Sale Ordinary Series Shares for which he may have applied). An application by an Ordinary Series Shareholder for Excess Shares shall be allocated in accordance with such application or, in the event of competition, (as nearly as may be) to each Ordinary Series Shareholder applying for Excess Shares in the proportion which the number of Shares held by such Ordinary Series Shareholder bears to the total number of Ordinary Series Shares held by all Ordinary Series Shareholders applying for Excess Shares provided that such Ordinary Series Shareholder shall not be allocated more Excess Shares than he shall have stated himself willing to take.

5.2.4 Promptly following expiry of the offer pursuant to article 5.2.3 (or sooner if all the Sale Ordinary Series Shares offered shall have been accepted in the manner provided in article 5.2.3) the Board shall give notice of the resulting allocation of Sale Ordinary Series Shares (an "Ordinary Series Allocation Notice") to the Selling Ordinary Series Shareholder and each of the Ordinary Series Shareholders to whom Sale Ordinary Series Shares have been allocated (an "Ordinary Series Member Applicant") and shall specify in the Ordinary Series Allocation Notice the place and time (being not earlier than five Business Days and not later than 10 Business Days after the date of the Ordinary Series Allocation Notice) at which the sale of the Sale Ordinary Series Shares shall be completed.

5.2.5 The Selling Ordinary Series Shareholder shall be bound, on receipt of the Ordinary Series Transfer Price, to transfer the Sale Ordinary Series Shares comprised in the Ordinary Series Allocation Notice to the Ordinary Series Member Applicants named in the Ordinary Series Allocation Notice at the time and place specified in the Ordinary Series Allocation Notice. If the Selling Ordinary Series Shareholder makes default in so doing:

- (a) a Director nominated by a resolution of the Board for the purpose shall be deemed to be duly appointed as the agent of the Selling Ordinary Series Shareholder with full power to execute, complete and deliver in the name and on behalf of the Selling Ordinary Series Shareholder all documents necessary to give effect to the transfer of the relevant Sale Ordinary Series Shares to the Ordinary Series Member Applicants;
- (b) the Company may receive and give a good discharge for the purchase money on behalf of the Selling Ordinary Series Shareholder and (subject to the transfer being duly stamped) enter the names of the Ordinary Series Member Applicants in the register of members as the holder or holders by transfer of the Sale Ordinary Series Shares so purchased by him or them; and
- (c) the Company shall promptly pay the purchase money into a separate bank account and shall hold such money on trust (but without interest) for the Selling Ordinary Series Shareholder until he delivers up his certificate or certificates for the relevant Sale Ordinary Series Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company following which he shall be paid the purchase money (but without interest).

5.2.6 The appointment referred to in article 5.2.5(a) shall be irrevocable and is given to secure the performance of the obligations of the relevant holder under these Articles.

5.2.7 In the event of all the Sale Ordinary Series Shares not being sold under the preceding paragraphs of this article 5.2 the Selling Ordinary Series Shareholder may, at any time within three calendar months after receiving confirmation from the Company that the provisions contained in this article 5.2 have been exhausted, sell any Sale Ordinary Series Shares (which have not been sold) in a bona fide sale to any person or persons (each a "Third Party Purchaser") at any price not less than the Ordinary Series Transfer Price.

5.2.8 The restrictions imposed by this article 5.2 may be waived in relation to any proposed transfer of Ordinary Series Shares with the consent of (1) an Ordinary Series Majority, (2) solely with respect to the rights of the holders of the Ordinary D Shares under this article 5.2, the Ordinary D Majority and (3) solely with respect to the rights of the holders of the Ordinary E Shares under this article 5.2, the Ordinary E Special Majority.

## 6 GENERAL PROVISIONS RELATING TO TRANSFERS OF ORDINARY SHARES

6.1 No person shall be entitled to:

6.1.1 transfer or dispose of any Ordinary Shares (or any interest whether legal, equitable or otherwise in such Ordinary Shares, or any rights in respect of them) unless such transfer is made pursuant to article 7 (Permitted Transfers), article 8 (Transfers of Shares Subject to Pre-Emption), article 9 (Compulsory Transfers), or article 10 (Drag-Along Transfers); or

6.1.2 create or grant any mortgage, charge, lien or encumbrance in, over, or in respect of any Ordinary Shares or effect any other dealing in such Ordinary Shares (or any interest whether legal, equitable or otherwise in such Ordinary Shares, or any rights in respect of them); save that any Employee that holds in excess of 20% of the issued Ordinary Shares shall be entitled (subject to any applicable regulatory requirements) to grant a charge over, pledge or otherwise encumber:

(a) up to 10% of the Ordinary Shares held by such Employee for the purposes of securing any financing arrangement entered into by such Employee, provided that such Employee shall promptly provide details of the financing arrangement and associated security to the Board; and

(b) up to a further 5% of the Ordinary Shares held by such Employee (i.e. up to 15% in total including any arrangement made under paragraph (a)) for the purposes of securing any financing arrangement entered into by such Employee, subject to the prior approval of a majority of the Board (excluding the relevant Employee from such majority if such Employee serves on the Board).

The aggregate principal amount that any Employee may borrow pursuant to a secured financing arrangement in which such Employee's Ordinary Shares are pledged or otherwise encumbered pursuant to this article 6.1.2 shall not exceed US\$50,000,000.

6.2 The Board may refuse to register the transfer of a Share where such transfer is in breach of the Articles. To enable the Board to determine whether or not there has been any transfer of Shares (or any interest in any Shares) in breach of the Articles, the Board may by notice in writing require any holder or the legal representatives of any deceased holder or any person named as a transferee in any transfer lodged for registration or any other person whom the Board may reasonably believe to have information relevant to that purpose, to provide the Board with such information, together with any other information or evidence the Board considers necessary in connection with establishing any past or present interest or rights held by any person in or in respect of any Shares (including without limitation, the names, addresses and interests of all persons respectively having any interest in any Shares registered from time to time in such holder's name). A notice given by the Board pursuant to this article 6.2 shall require any information to be given in response to such notice to be given in writing within such reasonable time as may be specified in the notice.

6.3 Where notice is served by the Board under article 6.2 on any person and such person has failed to give the Board the information required within the period specified in such notice, or that as a result of the information provided, the Board is reasonably satisfied that a breach has occurred, the Board shall promptly notify the holder of such Shares ("Default Shares") in writing of that fact and the following shall occur:

6.3.1 the Default Shares shall cease to confer upon the holder of them (or any proxy) any rights:

(a) to vote, whether on a show of hands or a poll;

(b) to receive any dividends or other distributions; and

(c) except in a liquidation, to receive payment of any sums due from the Company on the Default Shares; whether in respect of capital or otherwise (and any such payments that would otherwise be due during such period shall be considered forfeited and shall not accrue).

6.3.2 The holder may be required, at any time following receipt of the notice and for so long as such holder has not complied in all material respects with a notice given pursuant to article 6.2, to transfer some or all of the Default Shares to any person(s)

nominated by the Board at the price that the Board may require by notice in writing to that holder.

- 6.3.3 The rights referred to in article 6.3.1 shall be reinstated upon the earlier of (i) the completion of any transfer referred to in article 6.3.2, and (ii) full compliance with a notice given by the Board pursuant to article 6.2

## **7 PERMITTED TRANSFERS**

- 7.1 Any transfer by a Shareholder made in accordance with articles 7.2 or 7.5 (a "Permitted Transfer") may be made at any time without restriction including article 5 (Transfers of Ordinary Series Shares) and article 8 (Transfers of Shares Subject to Pre-Emption) which shall not apply to Permitted Transfers.

### **7.2 Transfers by Individuals and Family Trusts**

- 7.2.1 Any Shareholder who is an individual may transfer the Whole Interest in any Shares of which he is the holder:

- (a) (provided that such Shares are not held by such individual Shareholder in the capacity of a trustee of any Family Trusts) to a Privileged Relation of such individual Shareholder; or
- (b) to trustees to be held upon Family Trusts related to such individual Shareholder.

- 7.2.2 Where a person is entitled to Shares in consequence of the death, bankruptcy or insolvency of an individual Shareholder, he may transfer the Whole Interest in such Shares to any person or trustee to whom such individual Shareholder, if not dead or bankrupt, would be permitted to transfer the same under this article 7.2.

- 7.2.3 Where Shares have been issued to trustees of Family Trusts or transferred under this article 7.2 to trustees of Family Trusts, the trustees and their successors in office may transfer the whole of their interest in and rights in respect of all or any of such Shares:

- (a) to the trustees for the time being of the Family Trust concerned on any change of trustees;
- (b) to the trustees for the time being of any other trusts being Family Trusts in relation to the same individual Shareholder or deceased or former Shareholder pursuant to the terms of such Family Trusts or to any discretion vested in the trustees of such Family Trusts; or
- (c) to the relevant Shareholder or former Shareholder or any Connected Person of the relevant Shareholder or deceased or former Shareholder who has become entitled to the Shares proposed to be transferred on the total or partial termination of or pursuant to the terms of the Family Trusts concerned or in consequence of the exercise of any discretion vested in the trustees of such Family Trusts.

- 7.3 If and whenever any Shares come to be held by trustees or former trustees otherwise than upon Family Trusts, except in circumstances where a transfer of those Shares is authorised pursuant to article 7.2.3 to be and is to be made to the person or persons entitled thereto, it shall be the duty of the trustees holding such Shares to notify the Board in writing that such event has occurred and the trustees shall be bound, if and when required by notice in writing from the Board so to do, to transfer all of their interest in and rights in respect of such Shares back to the relevant former Shareholder. If no such transfer shall have been presented to the Board for registration within 14 days of such written notice, a Clawback Notice shall be deemed to have been served on the Company by such trustees or former trustees and the provisions of article 7.8 shall apply.

- 7.4 If a person to whom Shares have been transferred pursuant to article 7.2.1(a) shall cease to be a Privileged Relation of the original Shareholder who transferred the Shares pursuant to article 7.2.1(a), it shall be the duty of the person holding such Shares to notify the Board in writing that such event has occurred and such person shall be bound, if and when required by notice in writing

from the Directors so to do, to transfer all of its interest in, and rights in respect of its entire holding of Shares back to such original Shareholder or to another Privileged Relation of such original Shareholder. If no such transfer shall have been presented to the Board for registration within 14 days of such written notice, a Clawback Notice shall be deemed to have been served on the Company by such person and the provisions of article 7.8 shall apply.

## **7.5 Transfers by companies and other entities**

**7.5.1** Any Shareholder which is a body corporate may transfer the Whole Interest in any Shares of which it is the holder (provided that such Shares are not held by such body corporate in the capacity of a trustee of any Family Trusts) to a Member of the same Group as the transferor body corporate.

**7.5.2** Any Shareholder which is a partnership or other unincorporated entity may transfer the Whole Interest in any Shares of which it is the holder to any of its respective Affiliates and vice versa among such Affiliates.

**7.5.3** Any Ordinary Series Shareholder may transfer any interest in any Ordinary Series Shares of which it is the holder to any Affiliate and any such Affiliate may transfer such interest to any of its respective Affiliates.

### **7.5.4 Crowdcube Nominee**

(a) The Crowdcube Nominee may at any time transfer the legal title in any of the Shares held by it, subject always to any trusts and/or any other agreement relating to the terms on which it holds such Shares, to a suitable third party trust company for administrative purposes, provided that the identity of such proposed transferee has been approved in writing by the Board, such approval not to be unreasonably withheld or delayed.

(b) Where the Crowdcube Nominee is the holder of any Shares on trust for another person (a "**Crowdcube Beneficial Owner**") then, subject to any declaration of trust or other agreement between the Crowdcube Nominee and the Crowdcube Beneficial Owner, the Crowdcube Beneficial Owner shall be entitled at any time to transfer his beneficial interest in those Shares without restriction to:

- (i) a Privileged Relation (aged 18 or over) of such Crowdcube Beneficial Owner;
- (ii) a Family Trust of such Crowdcube Beneficial Owner; or
- (iii) any other Crowdcube Beneficial Owner whose Shares are also held on trust by the Crowdcube Nominee,

provided that, in each such case, the legal title in such Shares continues to be held by the Crowdcube Nominee.

(c) Notwithstanding any other provision of these Articles:

- (i) the Crowdcube Nominee shall not be permitted to transfer the legal title in any of the Shares held by it other than pursuant to **article 7.5.4(a)**; and
- (ii) a Crowdcube Beneficial Owner shall not be permitted to transfer his beneficial interest in any Shares other than pursuant to **article 7.5.4(b)**,

except, in either case, (A) with the prior approval in writing of the Board; or (B) where required pursuant to these Articles.

### **7.5.5 Seedrs Nominee**

(a) The Seedrs Nominee may at any time transfer the role of nominee of the Seedrs Investors and/or instruct the Seedrs Nominated Custodian to transfer the legal title in any of the Shares held by it, to:

- (i) another entity which is in the same group as the Seedrs Nominee; or
  - (ii) to a suitable third party company for administrative purposes, provided that the identity of such third party has been approved in writing by the Board, such approval not to be unreasonably withheld or delayed.
- (b) Where the Seedrs Nominee or Seedrs Nominated Custodian is no longer practicably able to act as nominee and/or nominated custodian for the Shares it holds on behalf of Seedrs Investors due to winding up of the Seedrs Nominee or due to a change in law or regulation, the Seedrs Nominated Custodian may transfer the legal title to the Shares held by it to the persons who hold the beneficial interest in such Shares at that time.
- (c) Where the Seedrs Nominated Custodian is the holder of any Shares on behalf of a person who has become investment authorised on the platform operated by the Seedrs Nominee (a "Seedrs Beneficial Owner"), then such Seedrs Beneficial Owner shall be entitled at any time to transfer or deal with his beneficial interest in those Shares without restriction to:
- (i) a Privileged Relation (aged 18 or over) of such Seedrs Beneficial Owner;
  - (ii) a Family Trust of such Seedrs Beneficial Owner;
  - (iii) any other Seedrs Beneficial Owner whose Shares are also held on trust by the Seedrs Nominee; or
  - (iv) to any other person who has become investment authorised on the platform operated by the Seedrs Nominee and who has applied to purchase such Shares on the secondary market operated by the Seedrs Nominee (the "Seedrs Secondary Market"), provided the Board has given consent for Shares to be listed on the Seedrs Secondary Market during the relevant trading window,
- provided that, in each such case, the legal title in such Shares continues to be held by the Seedrs Nominated Custodian.
- (d) Notwithstanding any other provision of these Articles:
- (i) each of the Seedrs Nominee and the Seedrs Nominated Custodian shall not be permitted to transfer the legal title in any of the Shares held by it other than pursuant to articles 7.5.5(a) and 7.5.5(b); and
  - (ii) a Seedrs Beneficial Owner shall not be permitted to transfer his beneficial interest in any Shares other than pursuant to article 7.5.5(c),
- except, in either case, (A) with the prior approval in writing of the Board; or (B) where required pursuant to these Articles.

7.6 If a transferee company ceases to be a Member of the same Group as the transferor company from which (whether directly or by a series of transfers under article 7.5.1) the Shares derived, it shall be the duty of the transferee company to notify the Board in writing that such event has occurred and (unless the Whole Interest in such Shares is then transferred by the transferee company to the transferor company or a Member of the same Group as the transferor company, any such transfer being deemed to be authorised under the foregoing provisions of this article 7) the transferee company shall be bound, if and when required by notice in writing from the Board so to do, to transfer the Whole Interest in its entire holding of Shares back to the transferor company. If no such transfer shall have been presented to the Board for registration within 14 days of such written notice, a Clawback Notice shall be deemed to have been served on the Company by such transferee and the provisions of article 7.8 shall apply.

7.7 If a person to whom Shares have been transferred pursuant to article 7.5.2 shall cease to be an

Affiliate of the original Shareholder who transferred the Shares pursuant to **article 7.5.2**, such person shall be bound, if and when required by notice in writing from the Board so to do, to transfer the Whole Interest in its entire holding of Shares back to such original Shareholder or to another Affiliate of such original Shareholder. If no such transfer shall have been presented to the Board for registration within 14 days of such written notice, a Clawback Notice shall be deemed to have been served on the Company by such person and the provisions of **article 7.8** shall apply.

**7.8** Where a Clawback Notice is deemed to have been served pursuant to the provisions of this **article 7**, the terms of the Clawback Notice shall be as follows:

- 7.8.1** the person who is deemed to have served the Clawback Notice shall be treated as the Selling Shareholder for the purposes of **articles 8.1.2 to 8.1.6**;
- 7.8.2** the Transfer Price shall be equal to the Subscription Price; and
- 7.8.3** the provisions of **articles 8.1.2 to 8.1.6** shall apply as if the Clawback Notice was a Transfer Notice in respect of all of the Selling Shareholder's Shares, save that in respect of any Sale Shares not sold under the provisions of those articles, (i) the Board is entitled to nominate any one or more persons (at the Board's discretion) to whom any such unsold Sale Shares shall be transferred at the Subscription Price of such Shares and (ii) in the event any Sale Shares remain unsold thereafter, the Company may repurchase any such Sale Shares at the Subscription Price of such Shares.

## **8 TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION**

### **8.1 Right of First Refusal**

- 8.1.1** Subject to the provisions of **article 7** (Permitted Transfers), **article 9** (Compulsory Transfers) and **article 10** (Drag-Along Transfers), a Shareholder (a "Selling Shareholder") who wishes to accept an offer from or enter into any agreement with any person for the sale or transfer of its Whole Interest in all or part of its holding of Ordinary Shares (the "Sale Shares") may only do so in accordance with the procedure set out in the following provisions of this **article 8.1**.
- 8.1.2** Any Selling Shareholder shall give notice in writing (the "Transfer Notice") to the Board of his wish specifying:
  - (a) the number of Sale Shares which he wishes to transfer;
  - (b) the proportion of the Selling Shareholder's total holding of Ordinary Shares which the Sale Shares represent (as though all Ordinary Series Shares held by such Selling Shareholder (if any) had been converted into Ordinary Shares);
  - (c) the name of the third party (if any) to whom he proposes to sell the Sale Shares; and
  - (d) the price (in cash) at which he wishes to transfer the Sale Shares (the "Transfer Price").
- 8.1.3** The Transfer Notice shall be deemed to appoint the Company (acting by the Board) as the agent of the Selling Shareholder for the sale of the Sale Shares at the Transfer Price.
- 8.1.4** Promptly on receipt of the Transfer Notice, the Board shall give notice in writing to each of the Material Shareholders informing them of the number of Sale Shares that are available to purchase and the Transfer Price. Such notice shall invite each Material Shareholder to state, in writing within 15 Business Days from the date of such notice (which date shall be specified in such notice), whether or not he is willing to purchase any of the Sale Shares. Each Material Shareholder shall be allocated and entitled to purchase up to its Shareholder Proportion, and he shall also indicate whether he is prepared to purchase Excess Shares. Each Material Shareholder shall be allocated his Shareholder Proportion (or such lesser number of Sale Shares

for which he may have applied); an application by a Material Shareholder for Excess Shares shall be allocated in accordance with such application or, in the event of competition, (as nearly as may be) to each Material Shareholder applying for Excess Shares in the proportion which the number of Shares held by such Material Shareholder bears to the total number of Shares held by all Material Shareholders applying for Excess Shares provided that such Material Shareholder shall not be allocated more Excess Shares than he shall have stated himself willing to take.

8.1.5 Promptly following expiry of the offers pursuant to **article 8.1.4** (or sooner if all the Sale Shares offered shall have been accepted in the manner provided in **article 8.1.4**) the Board shall give notice of the resulting allocation of Sale Shares (an "**Allocation Notice**") to the Selling Shareholder and each of the Shareholders to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not earlier than five Business Days and not later than 10 Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.

8.1.6 The Selling Shareholder shall be bound, on receipt of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named in the Allocation Notice at the time and place specified in the Allocation Notice. If the Selling Shareholder makes default in so doing:

- (a) a Director nominated by a resolution of the Board for the purpose shall be deemed to be duly appointed as the agent of the Selling Shareholder with full power to execute, complete and deliver in the name and on behalf of the Selling Shareholder all documents necessary to give effect to the transfer of the relevant Sale Shares to the Member Applicants;
- (b) the Company may receive and give a good discharge for the purchase money on behalf of the Selling Shareholder and (subject to the transfer being duly stamped) enter the names of the Member Applicants in the register of members as the holder or holders by transfer of the Sale Shares so purchased by him or them; and
- (c) the Company shall promptly pay the purchase money into a separate bank account and shall hold such money on trust (but without interest) for the Selling Shareholder until he delivers up his certificate or certificates for the relevant Sale Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company following which he shall be paid the purchase money (but without interest).

8.1.7 The appointment referred to in **article 8.1.6(a)** shall be irrevocable and is given to secure the performance of the obligations of the relevant holder under these Articles.

8.1.8 In the event of all the Sale Shares not being sold under the preceding paragraphs of this **article 8.1**, the Selling Shareholder may, but subject to **article 8.2**, at any time within three calendar months after receiving confirmation from the Company that the provisions contained in this **article 8.1** have been exhausted, sell any Sale Shares (which have not been sold) in a bona fide sale to any person or persons (each a "**Third Party Purchaser**") at any price not less than the Transfer Price.

8.1.9 The restrictions imposed by this **article 8.1** may be waived in relation to any proposed transfer of Shares with respect to a Material Shareholder with the consent of the Board and the consent of such Material Shareholder.

## 8.2 Co-Sale Right

8.2.1 In the event that any Employee Shares are proposed to be sold under **article 8.1** (the "**Employee Sale Shares**"), (whether to one or more of the Material Shareholders ("**Purchasing Shareholders**") pursuant to **articles 8.1.4 to 8.1.6** or to a Third Party Purchaser pursuant to **article 8.1.8**), in circumstances where any Material Shareholder did not exercise any rights to purchase any Employee Sale Shares in accordance with **articles 8.1.4 to 8.1.6** ("**Non-Participating Investor**"), the following provisions shall apply to such sale and purchase:



- (a) in the event that a sale to a Third Party Purchaser is in prospect, the Board may require to be satisfied in such manner as it may reasonably decide that the Employee Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the Third Party Purchaser and, if not so satisfied, may refuse to register the instrument of transfer; and
- (b) the Selling Shareholder shall procure, before the transfer is made and lodged for registration, that the Purchasing Shareholders or Third Party Purchaser (as the case may be) has made an offer to:
  - (i) each Non-Participating Investor; or
  - (ii) in the event that any sale of Sale Shares under article 8.1 constitutes a Sale and the aggregate number of Employee Sale Shares to be sold under article 8.1 exceeds 15% of the total number of Shares then in issue, each Ordinary Series Shareholder (which shall include each Non-Participating Investor),

in each case, to purchase on the same terms and conditions (including as to price) as shall have been agreed between the Selling Shareholder and the Purchasing Shareholders or Third Party Purchaser (as the case may be) (the "Agreed Terms") such number of Shares as calculated in accordance with the following formula:

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

where:

W = the number of Employee Sale Shares to be sold to the Purchasing Shareholders or Third Party Purchaser (as the case may be);

X = the total number of Shares owned by the Shareholder to whom the offer is made;

Y = the aggregate of the total number of Shares owned by each Non-Participating Investor or Ordinary Series Shareholder (as the case may be) who wishes to sell Shares pursuant to this article 8.2.1(b); and

Z = the total number of Shares owned by the Selling Shareholder.

- 8.2.2 To the extent that one or more Non-Participating Investors or Ordinary Series Shareholders (as the case may be) wishes to sell to the Purchasing Shareholders or Third Party Purchaser (as the case may be) in accordance with the provisions of article 8.2.1(b) the number of Employee Sale Shares that the Selling Shareholder shall be entitled to sell to such Purchasing Shareholders or Third Party Purchaser shall be correspondingly reduced.
- 8.2.3 In the event of disagreement in relation to identification of the Agreed Terms (including disagreement as to the price paid or agreed to be paid for the relevant Shares), the identification of the Agreed Terms shall be referred to the Expert at the request of any of the parties concerned. The determination of the Expert shall be final and binding. Each of the parties concerned shall provide the Expert with whatever information they reasonably require for the purpose of their determination.
- 8.2.4 In the event that the sale of the Employee Sale Shares together with the sale of any Shares pursuant to this article 8.2 constitutes a Sale, the proceeds from such Sale shall be distributed in accordance with article 3.2.
- 8.2.5 The restrictions imposed by this article 8.2 may be waived in relation to any proposed transfer of Shares with the consent of the Board and (a) with respect to each Material Shareholder, the consent of such Material Shareholder and (b) with respect to the restriction imposed by article 8.2.1(b)(ii), the consent of the Ordinary Series

Shareholders (other than the Selling Shareholder) who together hold 75 per cent or more of the Ordinary Series Shares held by them (for the avoidance of doubt, with respect to a Material Shareholder, the restriction imposed by article 8.2.1(b)(ii) may only be amended or waived with the consent of such Material Shareholder).

## **9 COMPULSORY TRANSFERS**

### **9.1 Bankruptcy or insolvency of a Shareholder**

A person entitled to a Share in consequence of the bankruptcy or insolvency of a Shareholder shall be deemed to have given a Transfer Notice in respect of such Share at a time determined by the Board, in respect of which the Transfer Price is the Fair Value.

### **9.2 Death of a Shareholder**

9.2.1 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Board may require, by notice in writing, the legal personal representatives to such deceased Shareholder to effect a Permitted Transfer of such Shares within such period as the Board may reasonably specify.

9.2.2 If a notice served under article 9.2.1 is not complied with within such period as the Board may reasonably allow for the purpose, a Transfer Notice shall be deemed to have been given in respect of such number of the relevant Shares and at such time as the Board may determine, in respect of which the Transfer Price is the Fair Value.

9.2.3 A person to whom the provisions of this article 9 apply shall not be entitled to serve a Transfer Notice under article 8 (Transfers of Shares Subject to Pre-Emption) unless that person is required to do so or is deemed to have done so pursuant to this article 9, in which case the provisions of article 8 shall apply to any Transfer Notice served or deemed to have been served under this article 9, with such modifications as are necessary to give effect to the provisions of this article 9.

## **10 DRAG-ALONG TRANSFERS**

10.1 Where one or more Shareholders (the "Drag-Along Sellers") wishes to transfer any Shares (or any interest or rights in such Shares) to a person in a bona fide sale (a "Drag-Along Purchaser") and such transfer would result upon its completion in the transferee of such Shares (or interest or rights in such Shares) holding or becoming entitled to acquire 85 per cent. or more of the Shares in issue (or interest or rights in such Shares) (and provided that the Board consent in writing) the Drag-Along Sellers may, by serving a notice (the "Compulsory Purchase Notice") to the Company, which the Company shall immediately forward to each other Shareholder ("Minority Shareholder"), require all the Minority Shareholders to sell all their Shares and beneficial interests and rights in such Shares to the Drag-Along Purchaser (or such other person or persons as the Drag-Along Purchaser shall specify) in accordance with the provisions of this article 10. The Compulsory Purchase Notice will include the terms and conditions of the offer which will be extended to each Minority Shareholder for their Shares (which may require Minority Shareholders to execute and deliver a sale and purchase agreement which may include warranties and/or indemnities to the Drag-Along Purchaser and such warranties or indemnities shall be subject to the terms and conditions of this article 10; provided, however, that the limitation of each shareholder's liability in respect of such warranties and indemnities may not exceed the price such shareholder is entitled to receive for its Shares from the Drag-Along Purchaser; provided, further, that no Shareholder that is an investment equity fund nor such Shareholder's Affiliates will be required to enter into any non-competition or non-solicitation covenant).

10.2 The consideration per Share for the Shares held by the Minority Shareholders shall equal the consideration per Share offered by the Drag-Along Purchaser to the Drag-Along Sellers (subject to distribution in accordance with the provisions of article 3.2.2) (provided that any discharge by the Drag-Along Purchaser of any Costs of Sale shall not for these purposes be treated as part of the consideration per Share offered by the Drag-Along Purchaser to the Drag-Along Sellers if such discharge has been agreed to by the Drag-Along Sellers). Where the consideration is non-cash consideration, any valuation of such consideration applicable to the consideration payable to the Drag-Along Sellers shall also be applicable to the consideration payable to the Minority

## Shareholders.

- 10.3 Within seven days of the Drag-Along Purchaser serving a Compulsory Purchase Notice on the Minority Shareholders, the Minority Shareholders shall deliver duly executed stock transfer forms for their Shares together with any sale and purchase agreement duly executed, together with the relevant share certificates, to the Company or the Drag-Along Purchaser. On the expiration of such seven day period the Company, on behalf of the Drag-Along Purchaser, or the Drag-Along Purchaser shall pay or otherwise deliver or make available to the Minority Shareholders the consideration they are due pursuant to **article 10.2** to the extent consideration is cash consideration and the Drag-Along Purchaser has put the Company in the requisite funds or, if the consideration is non-cash consideration, the Drag-Along Purchaser shall satisfy the consideration due to the Minority Shareholders through the issue of shares or securities or the payment or transfer of any other non-cash consideration which forms the non-cash consideration due to be issued, paid or transferred to that Minority Shareholder. The Company's receipt of any cash consideration shall be a good discharge to the Drag-Along Purchaser. The Company shall hold any consideration due to the Minority Shareholders pursuant to **article 10.2** in trust for the Minority Shareholders without any obligation to pay interest.
- 10.4 If a Minority Shareholder fails to deliver duly executed stock transfer forms for their Shares and/or a duly executed counterpart sale and purchase agreement to the Company or the Drag-Along Purchaser upon the expiration of such seven day period, the Directors shall, if requested by the Drag-Along Purchaser, authorise any Director to transfer such Minority Shareholder's Shares as agent for and on behalf of such Minority Shareholder on the terms set out in the Compulsory Purchase Notice (including the execution and delivery of a sale and purchase agreement) and deliver stock transfer forms for such Minority Shareholder's Shares to the Drag-Along Purchaser (or its nominee(s)) to the extent the Drag-Along Purchaser has, upon the expiration of such seven day period, put the Company in funds to pay the price for such Minority Shareholder's Shares offered to him or, in the case of non-cash consideration to the extent the Drag-Along Purchaser has otherwise made available such other non-cash consideration or has satisfied the Board that the Drag-Along Purchaser is otherwise in a position to issue, pay, transfer or otherwise satisfy the consideration as is payable for such Minority Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Minority Shareholder shall surrender his share certificate for his Shares to the Company. On surrender, he shall be entitled to the consideration due to him pursuant to **article 10.6**.
- 10.5 While the provisions of **article 10.1** apply to a Minority Shareholder's Shares, those Shares may not be transferred otherwise than under **article 10.1**, and the provisions of **articles 5** (Transfers of Ordinary Series Shares) and **article 8** (Transfers of Shares subject to Pre-Emption) shall not apply to any transfer or proposed transfer of Shares to which this **article 10** applies.
- 10.6 The proceeds (which may be cash consideration and/or non-cash consideration) of a Sale arising pursuant to the terms of **articles 10.1** to **article 10.5** shall be distributed in the manner and order of priority set out in **article 3.2.2**.
- 10.7 On any person, following the issue of a Compulsory Purchase Notice, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "New Shareholder"), a Compulsory Purchase Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Compulsory Purchase Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag-Along Purchaser or as the Drag-Along Purchaser may direct and the provisions of this article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Compulsory Purchase Notice being deemed served on the New Shareholder.
- 10.8 A Minority Shareholder shall be obliged to give warranties as to (i) title to the Shares held by such Minority Shareholder and which are to be sold pursuant to the Compulsory Purchase Notice and (ii) its capacity to enter into the relevant transaction documents. A Minority Shareholder shall not be obliged to give any other warranties or indemnities unless and to the extent that the Drag-Along Sellers give the same warranties and/or indemnities and the liability in respect of such warranties and/or indemnities is shared between all Shareholders pro rata to their entitlement to the proceeds of Sale pursuant to **article 10.6** and the overall liability of each Shareholder in

respect of such warranties and indemnities is capped at the value of the consideration received by such Shareholder. Any sale and purchase agreement which any Director is authorised to sign pursuant to article 10.3 may contain warranties and/or indemnities from each Minority Shareholder on the basis set out in this article.

## **11 DETERMINATION OF FAIR VALUE**

- 11.1 The Fair Value in relation to any Sale Shares shall be such price as agreed between the Board (any Director with whom the Selling Shareholder is connected (within the meaning of section 252 of the Act) not being entitled to vote) and the Selling Shareholder.
- 11.2 If the Board and the Selling Shareholder are unable to agree the Fair Value pursuant to article 11.1 within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, the Board shall either:
  - 11.2.1 appoint an Expert to certify the Fair Value of the Sale Shares; or,
  - 11.2.2 if the Fair Value has been certified by an Expert within the preceding 12 weeks, specify that the Fair Value of the Sale Shares shall be the same price per Sale Share as previously certified.
- 11.3 The Fair Value of the Sale Shares shall be determined by the Expert on the following assumptions and bases:
  - 11.3.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
  - 11.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - 11.3.3 that the Sale Shares are capable of being transferred without restriction;
  - 11.3.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
  - 11.3.5 reflect any other factors which the Expert reasonably believes should be taken into account.
- 11.4 If any difficulty arises in applying any of the assumptions or bases set out in article 11.3 then the Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 11.5 The Expert shall be requested to determine the Fair Value within 15 Business Days of its appointment and notify the Board of their determination.
- 11.6 The Expert shall act as an expert and not as an arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 11.7 The Expert may have access to all accounting records or other relevant documents of the Company, subject to any confidentiality provisions.
- 11.8 If the Expert is asked to certify the Fair Value, its certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Selling Shareholder.
- 11.9 The cost of obtaining the certificate shall be borne in the manner reasonably directed by the Expert.

## **12 ISSUE OF SHARES**

- 12.1 Subject to the provisions of the Act and article 2.2 and to the following provisions of this article 12, all unissued shares shall be at the disposal of the Directors and they may allot, grant rights, options or warrants to subscribe or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.
- 12.2 Subject to article 12.6 and without prejudice to article 4, if the Directors propose to issue Shares or securities convertible into Shares from time to time (each an "Offer Share" and together the

"Offer Shares"), the Company shall first offer such Offer Shares to those Shareholders specified in articles 12.2.1 to 12.2.2 (the "Qualifying Shareholders") to the extent of such Shareholders' respective Pro Rata Proportion as specified therein (a Shareholder's Pro Rata Proportion of the Offer Shares being such Shareholder's "Pro Rata Offer Shares").

12.2.1 Where the price per Offer Share ("Offer Price") is above the Subscription Price of all of the Ordinary A Shares, the Qualifying Shareholders shall be the Ordinary E Shareholders. Each Ordinary E Shareholder's Pro Rata Proportion for the purposes of this article 12.2.1 shall be such Ordinary E Shareholder's pro rata entitlement (as nearly as may be) based on the number of Shares held by such Ordinary E Shareholder (including any Shares held by such Ordinary E Shareholder in other classes of Shares) as a proportion of the total number of Shares in issue.

12.2.2 Where the Offer Price is below the Subscription Price of some or all of the Qualifying Ordinary A Shares, the Qualifying Shareholders shall be (i) the Ordinary E Shareholders; and (ii) those Qualifying Ordinary A Shareholders holding Ordinary A Shares where the Offer Price is below the Subscription Price.

For the purposes of this article 12.2.2:

- (a) each Ordinary E Shareholder's Pro Rata Proportion shall be such Ordinary E Shareholder's pro rata entitlement (as nearly as may be) based on the number of Shares held by such Ordinary E Shareholder (including any Shares held by such Ordinary E Shareholder in other classes of Shares) as a proportion of the total number of Shares in issue; and
- (b) each Qualifying Ordinary A Shareholder's Pro Rata Proportion shall be such Qualifying Ordinary A Shareholder's pro rata entitlement (as nearly as may be) based on the number of Qualifying Ordinary A Shares held by such Shareholder where the Offer Price is below the Subscription Price for such Qualifying Ordinary A Shares as a proportion of the total number of Shares in issue.

12.2.3 For the avoidance of doubt, to the extent an Ordinary E Shareholder holds Qualifying Ordinary A Shares such Shares shall be included in the determination under article 12.2.2(a) in respect of those Shares and the relevant Ordinary E Shareholder shall not have pro rata entitlement under article 12.2.2(b) above.

12.2.4 The Ordinary E Shareholders may waive their rights under this article 12.2 by an Ordinary E Special Majority and the Ordinary A Shareholders may waive their rights under article 12.2.2 by an Entitled Ordinary A Majority.

12.3 Any offer made to Qualifying Shareholders pursuant to this article 12.3 shall be made on the same terms and at the same price at which the Offer Shares are proposed to be issued (the "Initial Offer"). The Initial Offer shall be made by notice specifying the number of Pro Rata Offer Shares to which the relevant Qualifying Shareholder is entitled and the price, and limiting a period (not being less than fourteen days) within which the offer, if not accepted in writing will be deemed to be declined. Any Qualifying Shareholder who accepts the Initial Offer in respect of all of his Pro Rata Offer Shares (each a "Participating Shareholder") shall be entitled to apply for Pro Rata Offer Shares not taken up by other Qualifying Shareholders (such additional number of Offer Shares being "Additional Offer Shares"). In the event that applications are received by the Company for more than the total number of Pro Rata Offer Shares, the Company shall allocate the Pro Rata Offer Shares as follows:

12.3.1 to each Qualifying Shareholder who applied for all or some of its Pro Rata Offer Shares, the number of Shares for which it applied;

12.3.2 any remaining Pro Rata Offer Shares shall be allocated amongst Participating Shareholders who applied for Additional Offer Shares pro rata to their relative holdings of Shares (including Offer Shares accepted under article 12.2).

12.4 Any Pro Rata Offer Shares not accepted pursuant to article 12.3 (or not capable of being offered except by way of fractions) shall together with the remaining Offer Shares for a period of two months thereafter be under the control of the Directors, who may allot, grant options over or

otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted pursuant to article 12.3, such Offer Shares shall only be allotted or otherwise disposed of on terms which are no more favourable in any respect to the subscribers for them than the terms on which they were offered to Qualifying Shareholders and the Directors may not allot, grant options over or otherwise dispose of any Offer Shares after such period of two months without re-offering such Shares in accordance with article 12.3.

12.5 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.

12.6 The provisions of articles 12.1, 12.2 and 12.3 shall not apply to:

12.6.1 the issue of any Shares or grant of any options pursuant to any employee share or option scheme approved in writing by the Board; or

12.6.2 the issue of any Shares upon the conversion of any Ordinary Series Shares; or

12.6.3 the issue of Shares pursuant to article 4; or

12.6.4 the issue of Shares pursuant to clause 5 of the Subscription Agreement; or

12.6.5 Shares issued in connection with a *bona fide* arm's length business acquisition by the Company to the seller(s) of such business which is approved in writing by the Board; or

12.6.6 Shares issued or issuable pursuant to *bona fide* arm's length strategic transactions, equipment lease financings or bank credit arrangements entered into for primarily non-equity financing purposes (in each case which has been approved in writing by the Board).

12.7 Any holder or holders of Ordinary E Shares or Qualifying Ordinary A Shares may assign their rights under this article 12 to any of their respective Affiliates.

### 13 GENERAL MEETINGS

The Directors may call general meetings and, on the requisition of Shareholders pursuant to the provisions of the Act, shall promptly proceed to convene a general meeting for a date not later than 4 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Shareholder may call a general meeting.

### 14 PROCEEDINGS AT GENERAL MEETINGS

14.1 No business shall be transacted at any meeting unless a quorum is present. The quorum shall be two or more persons collectively holding shares comprising or representing more than 50% of the Shares entitled to vote upon the business to be transacted, with each person present being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a Shareholder being a corporation. If a notice of a meeting of Shareholders has been given and a quorum is not present within half an hour after the time and place of the meeting, such meeting shall be adjourned for the same day in the next week at the same time and in the same place or as near to the same time and in the same place as is practicable and if at the adjourned meeting a quorum is not present or ceases to be present then the member or members present shall be a quorum.

14.2 The Chairperson, if any, of the Board shall preside as Chairperson of the meeting, but if the Chairperson is not present within 30 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairperson and, if there is only one Director present and willing to act, he or she shall be Chairperson. If no Director is willing to act as Chairperson, or if no Director is present within 30 minutes after the time appointed for holding the meeting, the Shareholders present and entitled to vote shall choose one of their number to be Chairperson.

14.3 A Director shall, notwithstanding that he is not a Shareholder, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of Shares in the Company.

14.4 The Chairperson may, with the consent of a meeting at which a quorum is present (and shall if

so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and the place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

- 14.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

14.5.1 by the Chairperson; or

14.5.2 by at least one Shareholder having the right to vote at the meeting,

and a demand by a person as proxy for a Shareholder shall be the same as a demand by the Shareholder.

- 14.6 A poll on any matter shall be taken immediately.

- 14.7 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson shall not be entitled to a casting vote in addition to any other vote he may have.

## **15 VOTING AT GENERAL MEETINGS**

- 15.1 Subject to article 6.3.1 and the following provisions of this article 15, on a show of hands every Shareholder present in person or (if a corporation) present by a representative duly authorised in accordance with the Act who is not also himself a Shareholder entitled to vote, shall have one vote, and on a poll every Shareholder shall have one vote for every Share of which he is the holder (in the case of holders of Ordinary Series Shares, as though the Ordinary Series Shares of such holder had been fully converted into Ordinary Shares in accordance with article 3.3).

- 15.2 No Shareholder shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class unless all calls or other sums presently payable by him in respect of Shares of the Company have been paid.

- 15.3 On a poll votes may be given either personally or by proxy.

- 15.4 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor (if a corporation, under the hand of a duly authorised officer of the corporation) and shall be in such form as the Directors may determine or, failing such determination, in any usual form.

- 15.5 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the Directors may be deposited at the registered office, or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, not later than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; and an instrument of proxy which is not deposited or delivered in the manner so permitted shall be invalid.

- 15.6 In the case of joint holders the vote of the senior holder who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members of the Company.

## **16 DIRECTORS**

- 16.1 The number of Directors shall not be more than seven.

- 16.2 No Director shall be required to vacate his office as a Director nor shall any person be ineligible for appointment as a Director by reason of his having attained any particular age and the Directors shall not be required to retire by rotation.

- 16.3 Each Director shall be entitled at his request to be appointed to the board of directors of any subsidiary undertaking.

## **17 ALTERNATE DIRECTORS**

- 17.1 Each Director shall be entitled to nominate either another Director or any other person willing to act as his alternate Director, and at his discretion to remove such alternate Director in each case by notice in writing to the Company. An alternate Director shall have the same entitlement as his appointor to receive notices of meetings of the Directors and to attend, vote and be counted for the purpose of a quorum at any meeting at which his appointor is not personally present, and generally in the absence of his appointor at such meeting to exercise and discharge all the functions, powers and duties of his appointor.
- 17.2 Save as otherwise provided in these Articles an alternate Director shall during his appointment be deemed to be a Director for the purposes of these Articles, shall not be deemed to be an agent of his appointor, shall alone be responsible to the Company for his own acts or defaults and shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- 17.3 An alternate Director shall not in respect of his office of alternate Director be entitled to receive any remuneration from the Company nor to appoint another person as his alternate. The appointment of an alternate Director shall immediately and automatically terminate if his appointor ceases for any reason to be a Director or on the happening of an event which, if he were a Director, would cause him to vacate the office of Director, or if by written notice to the Company he shall resign such appointment.

## **18 POWERS OF DIRECTORS**

- 18.1 Subject to the provisions of the Act, the Memorandum and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.
- 18.2 The Directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons (including Directors and other officers) who are or were at any time in the employment or service of the Company, or of any company which is or was a subsidiary of the Company or allied to or associated with the Company or any such subsidiary, or of any of the predecessors in business of the Company or of any such other company, and the spouses, widows, widowers, families and dependants of any such persons, and make payments to, for or towards the insurance of or provide benefits otherwise for any such persons.

## **19 DELEGATION OF DIRECTORS' POWERS**

The Directors may delegate any of their powers to any committee consisting of three or more Directors, one of whom must be a director whose appointment has been approved in writing by the Shareholder Majority. They may also delegate to any CEO, managing director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with three or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

## **20 DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 20.1 The office of a Director shall be vacated in any of the following events namely:
- 20.1.1 if he resigns his office by notice in writing to the Company;
  - 20.1.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - 20.1.3 if he is, or may be, suffering from mental disorder and:
    - (a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960;



- (b) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
  - (c) in the opinion of a registered medical practitioner by whom he is being treated he becomes physically or mentally incapable of acting as a director;
- 20.14 if he becomes prohibited from being a director by reason of law or any order made under any legislation;
- 20.15 if he is convicted of a criminal offence (other than under road traffic legislation for which he is not sentenced to any term of imprisonment whether immediate or suspended); or
- 20.16 if five of his co-Directors serve notice on him in writing, removing him from office.

## **21 PROCEEDINGS OF DIRECTORS**

- 21.1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may call a meeting of the Directors. At any Board meeting each Director shall have one vote and decisions at Board meetings shall be taken by a simple majority of the votes. In the case of an equality of votes, the Chairperson shall not have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 21.2 Subject to article 21.3, notice of every meeting of the Directors shall be given to every Director and to his alternate (if any). Unless all the Directors indicate their willingness to accept shorter notice of a meeting of Directors at least 5 Business Days' notice save in the case of emergency shall be given of the time place and purpose of the meeting. Every notice of a meeting of the Directors required to be given under these Articles shall be in writing and may be served personally or sent by prepaid letter post, facsimile or electronic mail to the address for the time being notified for the purpose and shall be accompanied by an agenda specifying the business to be transacted. In the case of an emergency a notice period of less than 5 Business Days is permitted on the basis that before such emergency meeting is held a telephonic conference call shall be attempted with any Director not present at such meeting and in respect of whom no apology for non-attendance at such meeting has been received. Not fewer than 8 fixed meetings of the Board shall take place in each financial year of the Company on such dates as the Board shall agree prior to the start of each financial year of the Company (and provided that Board meetings be held at intervals of not more than six weeks).
- 21.3 Any Director resident outside or for the time being absent from the United Kingdom shall be entitled to be given reasonable notice of meetings of the Directors to such address if any (whether inside or outside the United Kingdom) as the Director may from time to time notify to the Company. Every notice of meeting referred to in article 21.2 shall be sent to the Director resident outside the United Kingdom by pre-paid letter by post, facsimile or electronic mail to the address or number for the time being supplied for the purpose to the Company.
- 21.4 The quorum necessary for the transaction of the business of the Directors shall be at least five Directors present in person or represented by an alternate. If a notice of meeting has been given and a quorum is not present within 30 minutes following the time of the meeting, such meeting shall be adjourned for five Business Days and in the same place or as near to the same time and in the same place as is practicable. If within 30 minutes following the time at which such meeting has been reconvened, a quorum is not present, the Directors present at the expiry of such 30- minute period shall constitute a valid quorum of the Board on that occasion.
- 21.5 Notice of an adjourned Board meeting shall be given to all of the Directors.
- 21.6 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, they or he may act only for the purpose of calling a general meeting.
- 21.7 All or any of the members of the Board or any committee of the Board may participate in a meeting of the Board or that committee by means of a telephonic conference or any communication equipment which allows all persons participating in the meeting to hear each

other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is not such group, where the Chairperson of the meeting then is.

- 21.8 A resolution in writing signed or approved by letter, facsimile or e-mail by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the same terms each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

## **22 DIRECTORS' INTERESTS AND CONFLICTS**

- 22.1 The Directors may (subject to such terms and conditions, if any, as they may think fit from time to time to impose, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law, 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 interest (including a conflict of interest and duty or conflict of duties), provided that the authorisation is only effective if:

22.1.1 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director; and

22.1.2 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

- 22.2 If a matter has been authorised by the Directors in accordance with article 22.1 (an "approved matter") then (subject to such terms and conditions, if any, as the Directors may think fit from time to time to impose, and subject always to their right to vary or terminate such authorisation or the provisions set out below), the relevant Director:

22.2.1 shall not be required to disclose any confidential information relating to the approved matter to the Company 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 that approved matter;

22.2.2 may be required by the Company to maintain in the strictest confidence any confidential information relating to the approved matter which also relates to the Company;

22.2.3 may be required by the Company not to attend any part of a meeting of the Directors at which anything relevant to the approved matter is to be discussed and any related board papers may be withheld from that Director;

22.2.4 shall absent himself from discussions, whether in meetings of the Directors or otherwise, and exclude himself from information, which may be relevant to the approved matter;

22.2.5 shall not, by reason of his office as a Director, be accountable to the Company for any benefit which he derives from the approved matter.

- 22.3 A Director may, notwithstanding his office or the existence of an actual or potential conflict between the interests of the Company and those of a group company which would be caught by section 175(1) of the Act, be a Director or other officer of, or employed by or otherwise interested in, whether directly or indirectly, any other group company (or such other undertaking as the majority holder shall approve in writing) (a "group company interest") and the Director in question:

22.3.1 shall be entitled to be counted in the quorum and, subject to article 22.2.3, to attend any meeting or part of a meeting of the Directors or a committee of the board of Directors at which any matter which is or may be relevant to the group company interest may be discussed, and to vote on any resolution of the Directors or a

committee of the board of Directors relating to such matter, and any board or committee papers relating to such matter shall be provided to the Director in question at the same time as the other Directors;

22.3.2 shall not be obliged to account to the Company for any benefit which he derives from a group company interest;

22.3.3 shall not be obliged to disclose to the Company or use for the benefit of the Company, any confidential information received by him by virtue of his group company interest and otherwise than by virtue of his position as a Director, if to do so would result in a breach of a duty or obligation of confidence owed by him to any other group company or third party.

22.4 The provisions of articles 22.1 to 22.3 (inclusive) shall not apply to a conflict of interest which arises in relation to an existing or proposed transaction or arrangement with the Company but the following provisions of this article 22.4 and article 22.5 shall apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the Act.

22.5 Without prejudice to the obligation of each Director to declare an interest in accordance with sections 177 and 182 of the Act, a Director may vote at a meeting of the board of Directors or of a committee of the board of Directors on any resolution concerning a matter in which he has an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which he has a duty. Having so declared any such interest or duty he may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted.

## **23 NOTICES**

23.1 A notice may be given by the Company to any Shareholder either personally or by sending it by pre-paid post, electronic mail or facsimile to his registered address or to any other address supplied by him to the Company for the giving of notice to him, but in the absence of such address the Shareholder shall not be entitled to receive from the Company notice of any meeting. Any notice that is not delivered personally or sent by electronic mail shall also have a copy sent by electronic mail. A properly addressed and pre-paid notice sent by post shall be deemed to have been given upon the first Business Day following that on which the notice is posted. Any Shareholder giving to the Company an address outside the United Kingdom shall be entitled to receive all notices by airmail or facsimile (at the Company's option). A properly addressed and pre-paid notice by airmail shall be deemed to have been given upon the third Business Day following that on which the notice is posted.

23.2 A notice given by facsimile or electronic mail shall be deemed to have been given at the same time as it is transmitted if it is transmitted between 9am and 5pm London time on a Business Day, or where such notice is transmitted outside of these hours, it shall be deemed to have been given at 9am on the following Business Day, provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipient.

23.3 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 members of the Company in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

23.4 Except as otherwise provided in these Articles, all notices to be given pursuant to these Articles shall be in writing.

## **24 ELECTRONIC COMMUNICATION**

24.1 Notices and any other communications sent or supplied, by or to Shareholders and Directors under these Articles may be sent or supplied by electronic means as defined in section 1168 of the Act including:

24.1.1 in respect of all Shareholders and Directors: by electronic mail to any email address supplied to the Company, its officers or agents in writing by such Shareholder; and

24.1.2 in respect of all Shareholders other than Balderton, Ribbit, the Index Funds, DST,

TCV and any other Shareholder which notifies the Company from time to time: via a website, chatroom, extranet, intranet, blog, online social network or forum or other similar mechanism duly notified to such Shareholder.

- 24.2 For the purposes of article 24.1 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 24.2.
- 24.3 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 Act.
- 24.4 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. Any notice or communication sent by electronic mail or fax shall be deemed to be delivered in accordance with article 23.2 above.
- 24.5 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, provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipient.
- 24.6 Each Shareholder and Director shall, for the purposes of paragraph 6 and paragraph 9 of Schedule 5 of the 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.

**25 CAPITALISATION**

In article 36 of the Model Articles the words "ordinary resolution" shall be replaced by the words "special resolution".

**26 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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

**27 INDEMNITY AND INSURANCE**

- 27.1 Subject to the provisions of the Act, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by any court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in connection with the proper execution by such Director of the duties of his office. This article 27.1 shall only have effect in so far as its provisions are not voided by section 232 of the Act.

- 27.2 The Board shall have power to purchase and maintain for any Director or other officer of the Company insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

**28 SHARE CERTIFICATES**

- 28.1 The conditions of issue of any Shares shall not require the Company to issue any share certificate although the Board may resolve to do so.
- 28.2 The Company shall not be bound to issue more than one certificate in respect of Shares held jointly by two or more persons. Delivery of a certificate to the person first named in the register shall be sufficient delivery to all joint holders.
- 28.3 If the Board resolves to issue a Share certificate it may be issued under seal (by affixing the seal to or printing the seal or a representation of it on the certificate) or signed by at least two Directors or by at least one Director in the presence of an independent witness. Such certificate shall specify the number and class of the Shares in respect of which it is issued and the amount or respective amounts paid up on it. The Board may by resolution decide, either generally or in any particular case or cases, that any signatures on any Share certificates need not be autographic but may be applied to the certificates by some mechanical or other means or may be printed on them or that the certificates need not be issued under seal or signed by any person.
- 28.4 Every share certificate sent in accordance with these Articles will be sent at the risk of the member or other person entitled to the certificate. The Company will not be responsible for any Share certificate lost or delayed in the course of delivery.

**29 AGGREGATION OF RIGHTS**

All Shares held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under these Articles and such Affiliates may apportion such rights as among themselves in any manner they deem appropriate.