

**THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
FACULTY SCIENCE LIMITED**

(Adopted by written resolution passed on 5 November 2019 as amended by special resolution on
23 November 2020)

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ARTICLES OF ASSOCIATION

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1 INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 Articles 52 to 62 of the model articles for public companies contained or incorporated in Schedule 3 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the "**Public Company Model Articles**"), shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.3 In these Articles, the Model Articles and the Public Company Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.4 In these Articles:
 - 1.4.1 article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - 1.4.2 words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa; and
 - 1.4.3 Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 19, 21, 26(5), 27, 28, 29, 30 (5) to 30 (7), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company.

2 DEFINITIONS

- 2.1 In these Articles the following words and expressions shall have the following meanings:

"**A Shareholders**" means the holders from time to time of the A Shares;

"**A Shares**" means the A ordinary shares of £0.0000001 each in the capital of the Company;

"**A Share Subscription Amount**" means the aggregate subscription price(s) paid up in respect of the A Shares, including both nominal value and any share premium;

"**Act**" means the Companies Act 2006 (as amended from time to time);

"**Acting in Concert**" has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);

"**Amendment Date**" means the date on which these Articles were amended;

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

"**Asset Sale**" means the disposal whether by way of exclusive licence or otherwise by the Company of all or substantially all of its undertaking and assets;

"Associate" in relation to any person means:

- (i) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined); and
- (ii) any Member of the same Group;
- (iii) any Member of the same Fund Group;

"Auditors" means the auditors of the Company from time to time, or in the event that it does not have auditors, its accountants;

"Available Profits" means profits available for distribution within the meaning of part 23 of the Act;

"Bad Leaver" means a Founder who ceases to be an Employee as a result of:

- (i) the lawful dismissal by the Company on demonstrable grounds of fraud, gross misconduct, being convicted of a serious criminal offence (other than a minor road traffic offence), and/or breach of any restrictive covenants applicable to him/her; or
- (ii) his/her resignation in circumstances where the Company would have been entitled to dismiss him/her on the grounds outlined in (i) above;

"Board" means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;

"Buyer" has the meaning given in Article 19.2.1;

"Business Day" means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

"Civil Partner" means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;

"Co-Sale Notice" has the meaning given in Article 19.2;

"Company" means Faculty Science Limited;

"Connected" has the meaning given in Section 1122 of CTA 2010;

"Controlling Interest" means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the CTA 2010;

"CTA 2010" means the Corporation Tax Act 2010;

"Data Protection Legislation" means the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any applicable national implementing or supplementary legislation, including the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as amended) and any applicable national implementing or supplementary legislation, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended); the Regulation of Investigatory Powers Act 2000; the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000; and all applicable laws and regulations relating to processing of personal data, including where applicable the guidance and codes issued by the Information Commissioner or other appropriate supervisory authority (in each case at the relevant time as applicable);

"Date of Adoption" means the date on which these Articles were adopted;

"Deed of Adherence" means a deed of adherence in such terms agreed to in writing with Investor Director Consent;

"Deferred Shares" means deferred shares of £0.0000001 each in the capital of the Company;

"Director(s)" means a director or directors of the Company from time to time;

"Effective Termination Date" means the date on which the Employee's employment or consultancy terminates;

"electronic address" has the same meaning as in section 333 of the Act;

"electronic form" and **"electronic means"** have the same meaning as in section 1168 of the Act;

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

"Employee" means an individual other than an Investor who is employed by or who provides consultancy services to, the Company or any member of the Group;

"Employee Shares" in relation to a Founder means all Equity Shares (other than any Equity Shares issued to the Founder pursuant to the Share Option Plan) in the Company held by:

- (i) the Founder in question; and
- (ii) by any Permitted Transferee of that Founder other than those Equity Shares held by those persons that the Board (with Investor Director Consent) declares itself satisfied were not acquired directly or indirectly from the Founder or by reason of his relationship with the Founder;

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Equity Shareholders" means the holders from time to time of the Equity Shares;

"Equity Shares" means the Shares other than the Deferred Shares;

"Exit" means a Share Sale or an Asset Sale;

"Expert Valuer" is as determined in accordance with Article 16.2;

"Fair Value" is as determined in accordance with Article 16.3;

"Family Trusts" means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made 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 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 thereof 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 thereby on any person or persons;

"Financial Year" and **"Financial Period"** means an accounting reference period (as defined by the Act) of the Company;

"Founder Directors" means such directors of the Company nominated by the Founders under Article 26.1.1;

"Founder Majority" means those Founders holding in excess of 50% of the total number of Shares held by the Founders;

"Founders" means Andrew Brookes, Marc Warner and Se Miao Angie Ma;

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

"GMGV" means GMG VENTURES LP, a limited partnership incorporated in the United Kingdom with registered number LP018652, whose registered office address is PO BOX 68164, Kings Place, 90 York Way,

London, Greater London, N1P 2AP;

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time and "Group Company" shall be construed accordingly;

"hard copy form" has the same meaning as in section 1168 of the Act;

"Holding Company" means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company immediately prior to the transfer of the issued share capital of the Company to such holding company;

"Independent Director" means the director appointed in accordance with Article 26.1.3 including any alternate appointed to act in his/their place from time to time;

"Investor Director Consent" means, subject to Article 2.2, the prior written consent of the Local Globe Director;

"IPO" means the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) to or the grant of permission by any like authority for the same to be admitted to or traded or quoted on Nasdaq or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

"ITEPA" means Income Tax (Earnings and Pensions) Act 2003;

"Lead Investors" means Local Globe and GMGV (**"Lead Investor"** shall mean either one of the **"Lead Investors"**);

"Lead Investor Consent" means the prior written consent of at least one Lead Investor;

"Liquidation Event" means a distribution of assets, a liquidation, or a return of capital (other than a conversion, redemption or purchase of Shares);

"Local Globe" means Local Globe VII, L.P.;

"Local Globe Director" means the director appointed in accordance with Article 26.1.2 including any alternate to act in his place;

"a Member of the same Fund Group" means if the Investor is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an **"Investment Fund"**) or is a nominee of that Investment Fund:

- (i) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);
- (ii) any Investment Fund managed or advised by that Fund Manager;
- (iii) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager; or
- (iv) any trustee, nominee or custodian of such Investment Fund and vice versa;

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

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 12.4);

"Offer" has the meaning set out in Article 18.2;

"Offer Period" has the meaning set out in Article 18.3;

"Ordinary Shareholders" means the holders from time to time of the Ordinary Shares;

"Ordinary Shares" means the ordinary shares of £0.0000001 each in the capital of the Company;

"Ordinary Share Subscription Amount" means the aggregate subscription price(s) paid up in respect of the Ordinary Shares, including both nominal value and any share premium;

"Permitted Transfer" means a transfer of Shares in accordance with Article 13.1;

"Permitted Transferee" means, subject in each case (other than with respect to any potential Permitted Transferee of an Investment Fund or any Member of the same Fund Group), to the approval of the Board that any potential Permitted Transferee (a) has provided such information as the Board may reasonably require by way of background check and/or to verify the identity of such person; and (b) is not resolved by the Board to be a material competitor of the Company or any other person likely, by virtue of becoming a shareholder in the Company, to materially damage the reputation, business and/or prospects of the Company;

- (i) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies;
- (ii) in relation to a Shareholder which is an undertaking (as defined in Section 1161(1) of the Act) means any Member of the same Group;
- (iii) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group;
or
- (iv) in relation to a Lead Investor only to any nominee of that Investor;

"Personal Data" has the same meaning as the term "personal data" under the Data Protection Legislation;

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

"Proceeds of Sale" means the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale;

"Proposed Purchaser" means a proposed purchaser who at the relevant time has made an offer on arm's length terms;

"Proposed Sale Date" has the meaning given in Article 18.3;

"Proposed Sale Notice" has the meaning given in Article 18.3;

"Proposed Sale Shares" has the meaning given in Article 18.3;

"Proposed Seller" means any person proposing to transfer any shares in the capital of the Company;

"Proposed Transfer" has the meaning given in Article 18.1;

"Qualifying Company" means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of Section 1124 of the CTA 2010);

"Qualifying Person" has the meaning given in section 318(3) of the Act;

"Relevant Interest" has the meaning set out in Article 29.5;

"Sale Shares" has the meaning set out in Article 15.2.1 of these Articles;

"Selling Founder" has the meaning given in Article 19.1;

"Series 3 Co-Sale Holder" has the meaning given in Article 19.2;

"Series 3 Shareholders" means the holders of the Series 3 Shares and **"Series 3 Shareholder"** means any one of them as the context requires;

"Series 3 Shares" means the convertible 'series 3' shares of £0.0000001 each in the capital of the Company;

"Series 3 Share Subscription Amount" means the aggregate subscription price(s) paid up in respect of the Series 3 Shares (including both nominal value and any share premium thereon) provided always that for this purpose the subscription price paid for a Series 3 Share which was acquired by a Series 3 Shareholder on the Amendment Date pursuant to a secondary sale approved by the Board shall be deemed to be the price per Series 3 Share paid at the time of acquisition;

"Seller" has the meaning set out in Article 15.2 of these Articles;

"Shareholder" means any holder of any Shares;

"Share Option Plan" means the share option plan to be adopted by the Company from time to time by the Company;

"Shares" means the Ordinary Shares, A Shares, Series 3 Shares and the Deferred Shares from time to time;

"Share Sale" means 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 are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;

"SSA" means the subscription and shareholders' agreement dated 20 April 2016 between, amongst others, the Company, the Existing Investor Shareholders (as defined in such agreement) the Founders, and GMGV, as amended and restated on or around the Date of Adoption (and the same may be varied supplemented, adhered to or superseded in accordance with its provisions for the time being);

"Subsidiary", **"Subsidiary Undertaking"** and **"Parent Undertaking"** have the respective meanings set out in sections 1159 and 1162 of the Act;

"Transfer Notice" shall have the meaning given in Article 15.2;

"Transfer Price" shall have the meaning given in Article 15.2; and

"Trustees" in relation to a Shareholder means the trustee or the trustees of a Family Trust.

2.2 In respect of any actions or matters requiring the acceptance, approval, agreement or consent or words having similar effect of the Local Globe Director under this Agreement, if at any time there is no Local Globe Director appointed or the Local Globe Director declares in writing to the Company and the Lead Investors that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, such action or matter shall require the prior written consent of Local Globe.

3 SHARE CAPITAL

3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.

3.2 Except as otherwise provided in these Articles, the Series 3 Shares, the A Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares.

3.3 Subject to the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.

- 3.4 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 3.5 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.
- 3.6 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.
- 3.7 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".

4 DIVIDENDS

- 4.1 Any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the holders of the Equity Shares (pari passu as if the Equity Shares constituted one class of share) pro rata to their respective holdings of Equity Shares and shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 4.2 Subject to the Act and these Articles, the Board (with Investor Director Consent) may pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 4.3 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 4.4 Article 31(1) of the Model Articles shall be amended by the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b), (c) and (d) of that article 31(1) with the words "in writing".

5 LIQUIDATION RETURN

- 5.1 On a Liquidation Event the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) either in accordance with Article 5.2 or 5.3 (as applicable).
- 5.2 In the event the aggregate amounts to be received by the holders of Equity Shares under this Article 5.2 shall be more than the aggregate amounts to be received by the holders of Equity Shares under Article 5.3:
- 5.2.1 First, in paying to the holders of the Deferred Shares, if any, a total £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares);
- 5.2.2 second, in paying the Series 3 Share Subscription Amount to the Shareholders in the following proportions (provided that if there are insufficient surplus assets to pay the Series 3 Share Subscription Amount, the remaining surplus assets shall be distributed to the Shareholders in the following proportions):
- 5.2.2.1 99.99% to the Series 3 Shareholders pro rata to the number of Series 3 Shares held;
and

- 5.2.2.2 0.01% to the A Shareholders and the Ordinary Shareholders pro rata to the number of A Shares and Ordinary Shares held;
 - 5.2.3 third, in paying the A Share Subscription Amount to the Shareholders in the following proportions (provided that if there are insufficient surplus assets to pay the A Share Subscription Amount, the remaining surplus assets shall be distributed to the Shareholders in the following proportions):
 - 5.2.3.1 99.99% to the A Shareholders pro rata to the number of A Shares held; and
 - 5.1.3.2 0.01% to the Series 3 Shareholders and the Ordinary Shareholders pro rata to the number of Series 3 Shares and Ordinary Shares held;
 - 5.2.4 fourth, in paying the Ordinary Share Subscription Amount to the Shareholders in the following proportions (provided that if there are insufficient surplus assets to pay the Ordinary Share Subscription Amount, the remaining surplus assets shall be distributed to the Shareholders in the following proportions):
 - 5.2.4.1 99.99% to the Ordinary Shareholders pro rata to the number of Ordinary Shares held; and
 - 5.2.4.2 0.01% to the Series 3 Shareholders and the A Shareholders pro rata to the number of Series 3 Shares and A Shares held.
- 5.3 In the event the aggregate amounts to be received by the holders of Equity Shares under this Article 5.3 shall be more than the aggregate amounts to be received by the holders of Equity Shares under Article 5.2:
 - 5.3.1 first, in paying to the holders of the Deferred Shares, if any, a total £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); and
 - 5.3.2 second, the balance of the surplus assets to the holders of Equity Shares pro rata to the number of Equity Shares held.

6 EXIT PROVISIONS

- 6.1 On a Share Sale the Proceeds of Sale shall be distributed as set out in Article 5 and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed as set out in Article 5 and the Shareholders shall take any action as is necessary to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5.
- 6.2 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) as set out in Article 5 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by the Board with Investor Director Consent (including, but without prejudice to the generality of this Article 6.2, actions that may be necessary to put the Company into voluntary liquidation so that Article 5 applies).
- 6.3 In the event of an Exit approved by (i) the holders of 75% of the Equity Shares; (ii) a Founder (for so long as he/she continues to be an Employee); and (iii) either (A) one of the Lead Investors where the return to the Lead Investors of a price per share that is more than £4.62 or (B) both Lead Investors where the return to the Lead Investors of a price per share that is less than £4.62 (the "**Proposed Exit**"),

all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit ("**Actions**"). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board (with Lead Investor Consent) to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking such actions as are necessary to effect the Proposed Exit and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders.

7 CONVERSION OF SERIES 3 SHARES

- 7.1 Any holder of Series 3 Shares and/or A Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Series 3 Shares and/or A Shares held by them at any time and those Series 3 Shares and/or A Shares shall convert automatically on the date of such notice (the "**Conversion Date**"), provided that the holder may in such notice, state that conversion of its Series 3 Shares and/or A Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**").
- 7.2 All of the fully paid Series 3 Shares and/or A Shares shall automatically convert into Ordinary Shares immediately upon the occurrence of an IPO.
- 7.3 In the case of (i) Article 7.1, not more than five Business Days after the Conversion Date or (ii) in the case of Article 7.2, at least five Business Days prior to the occurrence of the IPO, each holder of the relevant Series 3 Shares and/or A Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Series 3 Shares and/or A Shares being converted to the Company at its registered office for the time being.
- 7.4 Where conversion is mandatory on the occurrence of an IPO, that conversion will be effective only immediately prior to and conditional upon such IPO (and "Conversion Date" shall be construed accordingly) and, if such IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 7.1, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.
- 7.5 On the Conversion Date, the relevant Series 3 Shares and/or A Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each Series 3 Share and/or A Share held (the "**Conversion Ratio**"), and the Ordinary Shares resulting from that conversion shall in all other respects rank *pari passu* with the existing issued Ordinary Shares.
- 7.6 The Company shall on the Conversion Date enter the holder of the converted Series 3 Shares and/or A Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Series 3 Shares and/or A Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Series 3 Shares and/or A Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 7.7 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company will, if it has sufficient Available Profits, pay to holders of the Series 3 Shares and/or A Shares falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those Series 3 Shares and/or A Shares to be calculated on a daily basis down to and including the day immediately preceding the Conversion Date. If the Company has insufficient Available Profits to pay all such Arrears and accruals of dividends in full then it will pay the same to the extent that it is lawfully

able to do so and any Arrears and accruals of dividends that remain outstanding shall continue to be a debt due from and immediately payable by the Company.

7.8 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:

7.8.1 if Series 3 Shares and/or A Shares remain capable of being converted into new Ordinary Shares and there is a consolidation and/or sub-division of Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Investor Director Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series 3 Shareholder and/or A Shareholder is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division;

7.8.2 if Series 3 Shares and/or A Shares remain capable of being converted into Ordinary Shares, on an allotment of fully-paid Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Investor Director Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series 3 Shareholder and/or A Shareholder is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue.

7.9 If any Series 3 Shareholder and/or A Shareholder becomes entitled to fractions of an Ordinary Share as a result of conversion ("**Fractional Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.

7.10 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 7.8, or if so requested by a majority of the holders of Series 3 Shares, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.

8 DEPARTING FOUNDERS

Unless the Board (with Lead Investor Consent) determine that this Article 8 shall not apply, if at any time a Founder is a Bad Leaver, all of the Employee Shares of such Founder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Ordinary Share held) on the Effective Termination Date.

9 VOTES IN GENERAL MEETING

9.1 The Equity Shares shall confer on each holder of Equity Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.

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

9.3 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have

one vote for each Share held by him.

10 DEFERRED SHARES

10.1 The Deferred Shares (if any are in issue) may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder without obtaining the sanction of the holder or holders.

10.2 Notwithstanding any other provision of these Articles, the creation, re-designation, allotment or issue of Deferred Shares shall be deemed to confer irrevocable authority on the Board at any time after their creation, re-designation, allotment or issue, without obtaining the sanction of such holders to:

10.2.1 appoint any person to execute any transfer (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise); and/or

10.2.2 give, on behalf of such holder, consent to the cancellation of such Deferred Shares; and/or

10.2.3 purchase such Deferred Shares in accordance with the Act,

in any such case (i) for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s) and (ii) with the Company having authority pending such transfer, cancellation and/or purchase to retain the certificates (if any) in respect thereof.

10.3 No Deferred Share may be transferred without the prior consent of the Board (acting with Investor Director Consent).

11 VARIATION OF RIGHTS

11.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class.

11.2 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.

11.3 No voting rights attached to a share which is nil paid may be exercised:

11.3.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or

11.3.2 on any proposed written resolution,

unless all or some of the amounts payable to the Company in respect of that share have been paid.

12 ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

12.1 In accordance with sections 567(1) and/or 570 of the Act, sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of equity securities made by the Company.

12.2 Unless otherwise agreed with Lead Investor Consent and by special resolution passed in a general meeting or as a written resolution passed in accordance with part 13 of the Act, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Equity Shares on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Equity Shares (as if the Equity Shares constituted one and the same class) held by those holders (as nearly as may be without involving fractions). The offer:

12.2.1 shall be in writing, give details of the number and subscription price of the New Securities; and

12.2.2 may stipulate that any Shareholder who wishes to subscribe for a number of New Securities in excess of the proportion to which he is entitled shall in their acceptance state the number

of excess New Securities ("**Excess Securities**") for which they wish to subscribe.

- 12.3 Any New Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 12.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 12.2 and in the event that there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants on a pro rata basis to the number of Equity Shares held by the applicants immediately prior to the offer made to Shareholders in accordance with Article 12.2 (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him) and provided further that any New Securities not taken up by a Series 3 Shareholder are first allotted to the other Series 3 Shareholders who have applied for Excess Securities, pro rata to the number of Series 3 Shares held and thereafter to the remaining applicants. After that allotment, any Excess Securities remaining shall be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the Shareholders.
- 12.4 Subject to Articles 12.2 and 12.3 and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper. The provisions of Articles 12.2 to 12.3 (inclusive) shall not apply to:
- 12.4.1 options granted pursuant to the Share Option Plan and any Shares issued on exercise of such options; or
- 12.4.2 New Securities issued pursuant to the SSA.
- 12.5 Any New Securities offered under this Article 11 to an Investor may be accepted, in full or part only, by a Member of the same Fund Group as that Investor in accordance with the terms of this Article 11.
- 12.6 Except with the prior consent of the Board (acting with Investor Director Consent), no Shares shall be allotted to any Employee, Director, prospective Employee or prospective director of the Company unless such person has entered into a joint section 431 ITEPA election with the Company.
- 12.7 Any Investor may assign all or any portion of its rights under this Article 12 to a Permitted Transferee.

13 TRANSFERS OF SHARES - GENERAL

- 13.1 In Articles 13 to 19 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 13.2 No Share may be transferred unless the transfer is made in accordance with these Articles. Unless express provision is made in these Articles to the contrary, no Shares held by a Founder shall be transferred without Investor Director Consent.
- 13.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.
- 13.4 Any transfer of a Share by way of sale which is required to be made under Articles 15 to 18 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 13.5 The Directors may refuse to register a transfer if:
- 13.5.1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
- 13.5.2 the transfer is to an Employee, Director or prospective Employee or prospective Director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
- 13.5.3 the transfer is not lodged at the registered office or at such other place as the Directors may appoint;

13.5.4 the transfer is not accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

13.5.5 the transfer is in respect of more than one class of Shares; or

13.5.6 the transfer is in favour of more than ten transferees.

If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

13.6 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 13.6 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

13.7 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company such information and evidence as the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur:

13.7.1 the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights:

13.7.1.1 to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or on a written resolution of the class in question); or

13.7.1.2 to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares; and

13.7.2 the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

The rights referred to in 13.7.1.1 above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in (b) above.

13.8 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.

13.9 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.

13.10 If a Transfer Notice is required to be given or is deemed to have been given under these Articles, the Transfer Notice will be treated as having specified that:

13.10.1 the Transfer Price for the Sale Shares will be as agreed between the Board (the votes of any director who is also a Proposed Seller or with whom the Proposed Seller is Connected being disregarded) and the Proposed Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares; and

13.10.2 the Proposed Seller wishes to transfer all of the Shares held by it.

13.11 A transfer of any Shares approved by the Board (with Lead Investor Consent) may be made without restriction as to price or otherwise and any such transfer shall be registered by the Directors (subject to the payment of any stamp duty that may be payable).

14 PERMITTED TRANSFERS

14.1 Any Shareholder (who is not a Permitted Transferee) (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.

14.2 Shares previously transferred as permitted by Article 14.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.

14.3 Where under the provision of a deceased Shareholders' will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each without restriction as to price or otherwise.

14.4 In the case of bankruptcy of a Shareholder, a person entitled to the Share(s) shall be entitled to transfer such Share(s) to Permitted Transferee(s) of such bankrupt Shareholder provided such transfer takes place within one year of such event.

14.5 Trustees may (i) transfer Shares to a Qualifying Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.

14.6 No transfer of Shares may be made to Trustees unless the Board is satisfied:

14.6.1 with the terms of the trust instrument and in particular with the powers of the trustees;

14.6.2 with the identity of the proposed trustees;

14.6.3 the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and

14.6.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

14.7 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares.

14.8 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:

14.8.1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or

14.8.2 give a Transfer Notice to the Company,

failing which, he shall be deemed to have given a Transfer Notice.

14.9 On the death, bankruptcy, liquidation, administrator or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.

14.10 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by the Board.

15 TRANSFERS OF SHARES SUBJECT TO PRE EMPTION RIGHTS

15.1 Save where the provisions of Articles 14, 17 and 18 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 15.

15.2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a "**Transfer Notice**") to the Company specifying:

15.2.1 the number of Shares which he wishes to transfer (the "**Sale Shares**");

15.2.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee; and

15.2.3 the price at which he wishes to transfer the Sale Shares.

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the "**Transfer Price**") must be agreed by the Board. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board. In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.

15.3 Except with the consent of the Board, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

15.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

15.5 As soon as practicable following the later of:

15.5.1 receipt of a Transfer Notice; and

15.5.2 in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 13.10,

the Board shall offer the Sale Shares for sale in the manner set out in Articles 15.6 and 15.7. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

15.6 The Sale Shares shall be offered:

15.6.1 in the case of Series 3 Shares, first to the holders of Series 3 Shares and second to the other holders of Equity Shares;

15.6.2 in the case of A Shares, first to the holders of A Shares and second to the other holders of Equity Shares; and

15.6.3 in the case of Ordinary Shares, to the other holders of Equity Shares,
(such offerees being the "**Continuing Shareholders**").

15.7 *Transfers: Offer*

15.7.1 The Board shall offer the Sale Shares to the Continuing Shareholders inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (inclusive) (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy.

15.7.2 If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who have applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of the relevant class(es) of Shares bears to the total number of the relevant class(es) of Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

15.7.3 If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 15.8.4.

15.8 *Completion of transfer of Sale Shares*

15.8.1 The Board shall, when no further offers are required to be made under Articles 15.6 and 15.7 and once the requirements of Article 18 has been fulfilled to the extent required, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Continuing Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 5 Business Days nor more than 10 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

15.8.2 Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

15.8.3 If the Seller fails to comply with the provisions of Article 14.8.2:

15.8.3.1 the Chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:

(a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

(b) receive the Transfer Price and give a good discharge for it; and

(c) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

15.8.3.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for any lost certificate, in a form

acceptable to the Board).

- 15.8.4 If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 15.8.5, the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.
- 15.8.5 The right of the Seller to transfer Shares under Article 15.8.4 does not apply if the Board is of the opinion on reasonable grounds that:
 - 15.8.5.1 the transferee is a person (or a nominee for a person) who the Board determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;
 - 15.8.5.2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
 - 15.8.5.3 the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.
- 15.9 Any Investor may assign all or any portion of its rights under this Article 15 to a Permitted Transferee.
- 15.10 The restrictions imposed by this Article 15 may be waived in relation to any proposed transfer of shares (the "**Transfer Shares**") with the consent of the Board with Investor Director Consent.

16 VALUATION OF SHARES

- 16.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 13.10 or 15.2 or otherwise then, on the date of failing agreement, the Board shall either:
 - 16.1.1 appoint an expert valuer in accordance with Article 16.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares; or
 - 16.1.2 (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.
- 16.2 The Expert Valuer will be either:
 - 16.2.1 the Auditors; or
 - 16.2.2 (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company.
- 16.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
 - 16.3.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
 - 16.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 16.3.3 that the Sale Shares are capable of being transferred without restriction;
 - 16.3.4 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 but taking account of the rights attaching to the Sale Shares; and

- 16.3.5 reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 16.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 16.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 16.6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 16.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 16.8 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 16.9 The cost of obtaining the certificate shall be paid by the Company unless:
- 16.9.1 the Seller cancels the Company's authority to sell; or
- 16.9.2 the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,
- in which case the Seller shall bear the cost.

17 COMPULSORY TRANSFERS

- 17.1 Subject to Article 14.4, a person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.
- 17.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either:
- 17.2.1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
- 17.2.2 to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholders.
- 17.3 If either requirement in this Article 17.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that the Directors may otherwise determine.
- 17.4 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferee) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferee save to the extent that, and at a time, the Directors may determine.
- 17.5 If there is a change in control (as control is defined in section 1122 of CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to

do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice.

18 MANDATORY OFFER ON A CHANGE OF CONTROL

- 18.1 Except in the case of Permitted Transfers and transfers pursuant to Article 17, after going through the pre-emption procedure in Article 15, the provisions of Article 18.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 18.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other Equity Shareholders to acquire all of the Company's Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 18.7 and to be distributed as set out in Article 5).
- 18.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 10 Business Days (the "**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the "**Proposed Sale Shares**").
- 18.4 If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 18.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 18.6 The Proposed Transfer is subject to the pre-emption provisions of Article 15 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 15.
- 18.7 For the purpose of this Article:
- 18.7.1 the expression "**transfer**" and "**purchaser**" shall include the renunciation of a renounceable letter of allotment and the renounee under any such letter of allotment respectively;
- 18.7.2 the expression "**Specified Price**" shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:
- 18.7.2.1 in the Proposed Transfer; or
- 18.7.2.2 in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,
- plus an amount equal to the Relevant Sum, as defined in Article 18.7.3, of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares, (the "**Supplemental Consideration**");
- 18.7.3 $\text{Relevant Sum} = C \div A$
- Where:

- A = number of Equity Shares being sold in connection with the relevant Proposed Transfer;
- C = the Supplemental Consideration.

19 CO-SALE RIGHT

- 19.1 Save with consent of the Board acting with Lead Investor Consent, no transfer (other than a Permitted Transfer) of any of the Employee Shares of a Founder may be made or validly registered unless the relevant Founder and/or the relevant Permitted Transferee of that Founder (the "**Selling Founder**") shall have observed the following procedures of this Article 19.1.
- 19.2 After the Selling Founder has gone through the pre-emption process set out in Article 15, the Selling Founder shall give to each holder of Series 3 Shares who has not taken up their pre-emptive rights under Article 15 (a "**Series 3 Co-Sale Holder**") not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:
- 19.2.1 the identity of the proposed purchaser (the "**Buyer**");
 - 19.2.2 the price per share which the Buyer is proposing to pay;
 - 19.2.3 the manner in which the consideration is to be paid;
 - 19.2.4 the number of Equity Shares which the Selling Founder proposes to sell; and
 - 19.2.5 the address where the counter-notice should be sent.
- 19.3 For the purposes of this Article 19, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Selling Founder were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Article 5.
- 19.4 Each Series 3 Co-Sale Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Founder that they wish to sell a certain number of Series 3 Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Series 3 Shares which such Series 3 Co-Sale Holder wishes to sell. The maximum number of shares which a Series 3 Co-Sale Holder can sell under this procedure shall be:

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

where:

X is the number of Series 3 Shares held by the Series 3 Co-Sale Holder;

Y is the total number of Equity Shares (excluding Treasury Shares) in issue and outstanding;

Z is the number of Equity Shares the Selling Founder proposes to sell.

- 19.5 Any Series 3 Co-Sale Holder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no Shares pursuant to this Article 19.
- 19.6 Following the expiry of five Business Days from the date the Series 3 Co-Sale Holders receive the Co-Sale Notice, the Selling Founder shall be entitled to sell to the Buyer on the terms notified to the Series 3 Co-Sale Holders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Series 3 Co-Sale Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Series 3 Co-Sale Holders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Founder from the Buyer.

- 19.7 No sale by the Selling Founder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 19.8 Sales made by Series 3 Co-Sale Holders in accordance with this Article 19 shall not be subject to Article 15.

20 DRAG-ALONG

- 20.1 If (i) the holders of 75% of the Equity Shares; (ii) a Founder (for so long as he/she continues to be an Employee); and (iii) either (A) one of the Lead Investors where the return to the Lead Investors of a price per share that is more than £4.62 or (B) both Lead Investors where the return to the Lead Investors of a price per share that is less than £4.62 (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall have the option (the "**Drag Along Option**") to require all the other holders of Shares (the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article.
- 20.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify that:
- 20.2.1 the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article;
 - 20.2.2 the person to whom they are to be transferred;
 - 20.2.3 the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article);
 - 20.2.4 the proposed date of transfer; and
 - 20.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the "**Sale Agreement**"),
- (and, in the case of Articles 20.2.2 to 20.2.4 whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.
- 20.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 20.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Article 5 (the "**Drag Consideration**").
- 20.5 In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, no Called Shareholder shall be bound by the Drag-Along Notice unless:
- 20.5.1 any representations and warranties to be made by such Called Shareholder in connection therewith are limited to authority, ownership and the ability to convey title;
 - 20.5.2 such Called Shareholder shall not be liable for the inaccuracy of any representation or warranty made by any other person, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations,

- warranties and covenants of the Company as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders);
- 20.5.3 the liability of such Called Shareholder is several and not joint with any other person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders), and is pro rata in proportion to, and does not exceed, the amount of consideration received by such Called Shareholder in connection with such proposed transaction;
 - 20.5.4 liability is limited to such Called Shareholder's applicable share (determined based on the respective proceeds payable to each Shareholder in connection with such proposed transaction) of a negotiated aggregate indemnification amount that applies equally to all Shareholders but that in no event exceeds the amount of consideration otherwise received by such Called Shareholder in connection with such proposed transaction, except with respect to claims related to fraud by such Called Shareholder, the liability for which need not be limited as to such Called Shareholder;
 - 20.5.5 upon the consummation of the proposed transaction, each holder of each class of the Company's shares will receive the same form of consideration for its shares of such class as is received by other holders in respect of their shares of such same class of shares as contemplated by Articles 5 and 6;
 - 20.5.6 such Called Shareholder shall not be required to give any release of claims other than a release that is limited to its role as a shareholder or employee of the Company; and
 - 20.5.7 such Called Shareholder and its Affiliates shall not be subject to any non-competition, non-investment, non-solicitation or similar provisions.
- 20.6 Within five Business Days of the Drag Along Notice being served on the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the "**Drag Completion Date**"), each Called Shareholder shall deliver:
- 20.6.1 duly executed stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct;
 - 20.6.2 the relevant share certificate(s) (or a suitable indemnity in lieu thereof) to the Company; and
 - 20.6.3 a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the "**Drag Documents**").
- 20.7 On the Drag Completion Date the Company shall pay each Called Shareholder, on behalf of the Proposed Purchaser, the Drag Consideration that is due to the extent the Proposed Purchaser has put the Company in the requisite funds. The Company's receipt of the Drag Consideration shall be a good discharge to the Proposed Purchaser. The Company shall hold the Drag Consideration in trust for the Called Shareholders without any obligation to pay interest.
 - 20.8 To the extent that the Proposed Purchaser has not, on the Drag Completion Date, put the Company in funds to pay the Drag Consideration, the Called Shareholders shall be entitled to the return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 19 in respect of the relevant Drag Along Notice.
 - 20.9 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Proposed Purchaser (or its nominee(s)) to the extent the Proposed Purchaser has, by the Drag Completion Date,

put the Company in funds to pay the Drag Consideration for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.

20.10 Any transfer of Shares to a Proposed Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 15.

20.11 On any person, following the issue of a Drag Along 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 Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Proposed Purchaser or as the Proposed 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 Drag Along Notice being deemed served on the New Shareholder.

21 GENERAL MEETINGS

21.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.

21.2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least 50 per cent in nominal value of the Equity Shares, any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.

21.3 If any two or more Equity Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.

21.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.

21.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.

21.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

21.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver Proxy Notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

22 PROXIES

- 22.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".
- 22.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:
- 22.2.1 be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
 - 22.2.2 be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or
 - 22.2.3 in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the company secretary or to any Director or scrutineer,
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

23 DIRECTORS' BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party.

24 ALTERNATE DIRECTORS

- 24.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the "**Appointer**") may appoint any director or any other person as he thinks fit to be his alternate Director to exercise that Director's powers; and carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.
- 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.
- 24.3 The notice must:
- 24.3.1 identify the proposed alternate; and
 - 24.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 24.4 An alternate Director may act as an alternate to more than one Director and has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.
- 24.5 Except as these Articles specify otherwise, alternate directors:
- 24.5.1 are deemed for all purposes to be Directors;
 - 24.5.2 are liable for their own acts and omissions;
 - 24.5.3 are subject to the same restrictions as their Appointors; and

24.5.4 are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

24.6 A person who is an alternate Director but not a Director:

24.6.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and

24.6.2 may sign a Directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate).

No alternate may be counted as more than one Director for such purposes.

24.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision).

24.8 An alternate Director is not entitled to receive any remuneration from the company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

24.9 An alternate Director's appointment as an alternate shall terminate:

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

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

24.9.3 on the death of the alternate's Appointor; or

24.9.4 when the alternate's Appointor's appointment as a Director terminates.

25 NUMBER OF DIRECTORS

Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two and no more than five.

26 APPOINTMENT OF DIRECTORS

26.1 In addition to the powers of appointment under article 17(1) of the Model Articles:

26.1.1 subject to clause 26.1.4, each Founder, for so long as he/she continues to be an Employee, shall have the right to appoint and maintain in office one natural person as they may from time to time nominate to be a director of the Company (and a member of each and any committee of the Board) and to remove any such director so appointed and, upon their removal, to appoint another director in their place;

26.1.2 Local Globe shall be entitled to nominate one person to act as a Director of the Company by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove that Director from office. Local Globe shall be entitled to remove its nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place;

26.1.3 the Founder Majority and Local Globe acting jointly shall have the right to appoint and maintain in office such natural person as they may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) and to remove any director so appointed and, upon his removal whether by the Founder Majority and Local

Globe acting jointly or otherwise, to appoint another director in his place; and

26.1.4 in the event a Chief Executive Officer of the Company is appointed who is not a Founder, provided he consents to act in such capacity, such person shall:

26.1.4.1 be appointed as director of the Company; and

26.1.4.2 the number of directors who may be appointed pursuant to Article 26.1.1 shall be reduced to two (and the Founders shall discuss accordingly to make the necessary changes).

26.2 An appointment or removal of a Director under Articles 26.1.1 to 26.1.3 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.

26.3 The Local Globe Director shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking.

27 DISQUALIFICATION OF DIRECTORS

27.1 In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if:

27.1.1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or

27.1.2 in the case of any Directors other than the Independent Director, the Local Globe Director or a Founder Director, if a majority of his co-Directors serve notice on him in writing, removing him from office.

28 PROCEEDINGS OF DIRECTORS

28.1 The quorum for Board meetings shall be three directors (unless fewer than three directors have been appointed in which case the quorum shall be all the directors) who must include, if appointed, at least one Founder Director and the Local Globe Director (but only to the extent that such person is eligible to vote on the resolutions to be considered at the meeting) provided that if such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.

28.2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.

28.3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.

28.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

28.5 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on

voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest) a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

- 28.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote
- 28.7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

29 DIRECTORS' INTERESTS

Specific interests of a Director:

- 29.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:
- 29.1.1 where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- 29.1.2 where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- 29.1.3 where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;
- 29.1.4 where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- 29.1.5 where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
- 29.1.6 where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;
- 29.1.7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- 29.1.8 any other interest authorised by ordinary resolution.

Interests of the Local Globe Director:

- 29.2 In addition to the provisions of Article 29.1, subject to the provisions of the Act and provided (if these

Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is a Local Globe Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, member, officer or representative of, or a consultant to, or direct or indirect investor in another body corporate or firm in which Local Globe (or its Affiliates) has invested.

Interests of which a Director is not aware:

- 29.3 For the purposes of this Article 29, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract:

- 29.4 In any situation permitted by this Article 29 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation:

- 29.5 Subject to Article 29.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

- 29.5.1 be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:

29.5.1.1 restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;

29.5.1.2 restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or

29.5.1.3 restricting the application of the provisions in Article 30.1, so far as is permitted by law, in respect of such Interested Director;

29.5.1.4 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Situation as they see fit from time to time; and

subject to Article 29.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 29.

Terms and conditions of Board authorisation for the Local Globe Director:

- 29.6 Notwithstanding the other provisions of this Article 29, it shall not be made a condition of any authorisation of a matter in relation to the Local Globe Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 29.8.

Director's duty of confidentiality to a person other than the Company:

- 29.7 Subject to Article 29.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 29), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

- 29.7.1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
 - 29.7.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.
- 29.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 29.7 shall apply only if the conflict arises out of a matter which falls within Article 29.1 or Article 29.2 or has been authorised under section 175(5)(a) of the Act.

Additional steps to be taken by a Director to manage a conflict of interest:

- 29.9 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:
- 29.9.1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
 - 29.9.2 excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director is to declare an interest:

- 29.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 29.1 or Article 29.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:
- 29.10.1 falling under Article 29.1.7;
 - 29.10.2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
 - 29.10.3 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval:

- 29.11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 29.
- 29.12 For the purposes of this Article 29:
- 29.12.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;
 - 29.12.2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
 - 29.12.3 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a

specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

30 NOTICES

30.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

30.1.1 in hard copy form;

30.1.2 in electronic form; or

30.1.3 (by the Company) by means of a website (other than notices calling a meeting of Directors), or partly by one of these means and partly by another of these means.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 30.

Notices in hard copy form

30.2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas):

30.2.1 to the Company or any other company at its registered office; or

30.2.2 to the address notified to or by the Company for that purpose; or

30.2.3 in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or

30.2.4 in the case of an intended recipient who is a Director, to his address as shown in the register of Directors; or

30.2.5 to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or

30.2.6 where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in 30.2.1 to 30.2.5 above, to the intended recipient's last address known to the Company.

30.3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:

30.3.1 if delivered, at the time of delivery;

30.3.2 if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

30.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:

- 30.4.1 if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
 - 30.4.2 if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 33.2; or
 - 30.4.3 be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify;
 - 30.4.4 on its website from time to time; or
 - 30.4.5 by notice (in hard copy or electronic form) to all members of the Company from time to time.
- 30.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
- 30.5.1 if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
 - 30.5.2 if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
 - 30.5.3 if delivered in an electronic form, at the time of delivery; and
 - 30.5.4 if sent by any other electronic means as referred to in Article 30.4.3, at the time such delivery is deemed to occur under the Act.
- 30.6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

Notice by means of a website

- 30.7 Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website.

General

- 30.8 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 (the "**Primary Holder**"). Notice so given shall constitute notice to all the joint holders.
- 30.9 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

31 INDEMNITIES AND INSURANCE

- 31.1 Subject to the provisions of and so far as may be permitted by, the Act:

- 31.1.1 every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no director of the Company or any associated company is indemnified by the Company against:
- 31.1.1.1 any liability incurred by the director to the Company or any associated company; or
- 31.1.1.2 any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
- 31.1.1.3 any liability incurred by the director:
- (a) in defending any criminal proceedings in which he is convicted;
 - (b) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
 - (c) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief;
- 31.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer 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, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.
- 31.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.