

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY SHARES**

**NEW**

**ARTICLES OF ASSOCIATION**

**of**

**PROJECT J LIMITED**

(Adopted by a special resolution passed on 2nd August 2023)

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COMPANY NO: 08924569

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**of**  
**PROJECT J LTD**

(Adopted by a special resolution passed on 2023)

**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 In these articles and the 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.
- 1.3 In these articles:
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these articles;
  - (b) 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
  - (c) Articles 8(2), 9(4), 10(3), 11(2), 3, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.2 Where there is reference to Seed Preferred Shares under these Articles, this reference shall be treated, where appropriate in the context, on an as converted basis if the Conversion Ratio has been adjusted.
- 1.3 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having similar effect of an Investor Director or words having similar effect under the Articles, if at any time no Investor Director has been appointed or the Investor Directors appointed declare in writing to the Company that

they consider that providing such consent gives rise or may give rise to a conflict of interest to their duties as a Director, such action or matter not require the approval of any Investor Director.

## 2. DEFINITIONS

In these articles the following words and expressions shall have the following meanings:

**"Accruals"** means in relation to any Share, all arrears or accruals of declared but unpaid dividends on that Share;

**"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);

**"Amended and Restated Shareholders' Agreement"** means the amended and restated shareholders' agreement entered into between the Investors, the Founders, the Existing Shareholders (each as defined therein) and the Company on \_\_\_\_\_ 2023;

**"Arrears"** means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share;

**"Asset Sale"** means the sale, lease, transfer, exclusive licence or other disposition by the Company of all or substantially all of its undertaking and assets;

**"Associate"** in relation to any person means:

- (a) 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);
- (b) any Member of the same Group;
- (c) any Member of the same Fund Group;

**"Associated Government Entities"** means:

- (a) any UK Government departments, including their executive agencies, other subsidiary bodies and other parts of UK Government;
- (b) companies wholly or partly owned by UK Government departments and their subsidiaries;

- (c) non-departmental public bodies, other public bodies, public corporations and their subsidiary bodies sponsored by UK Government departments; and/or
- (d) any successors to any of the entities set out in (a), (b) and (c) above or any new bodies which fall within the same criteria;

**"Auditors"** means the auditors of the Company from time to time;

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

**"Bad Leaver"** means if the Founder ceases to be an Employee by reason of the Company (or a member of the Group) terminating his contract of employment or consultancy, as the case may be, by reason of Cause.

**"Base Date"** means 1 August 2016;

**"Beach Director"** means Tommy O'Sullivan or such other director appointed by the Beach Representative pursuant to Article 26.2;

**"Beach Equity"** means Beach Equity Investments LLP; with company number OC438690, whose registered office is New Kings Beam House c/o Wework 22 Upper Ground London SE1 9PD and its Permitted Transferees;

**"Beach Nominee"** means MNL Nominees Limited a limited company incorporated in England and Wales under No. 09512864 whose registered office is at 27 Fumival Street, London, England, EC4A 1JQ and its Permitted Transferees;

**"Beach Representative"** means Beach Equity or such other person appointed by Beach Nominee as the Beach Representative with authority to enforce all rights and benefits of Beach Nominee under these Articles including to receive information and approve matters on behalf of Beach Nominee;

**"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;

**"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);

**"Cause"** means any of the following circumstances in respect of an Employee:

- (a) gross misconduct or material or repudiatory breach of the terms of his contract of employment or consultancy (as the case may be) or any other agreement with the Company, including any material breach of obligations to the Company concerning confidentiality or intellectual property or

non-compliance with non-compete obligations applicable during the term of his contract of employment or consultancy (as the case may be);

- (b) fraud or acts of dishonesty;
- (c) being convicted of a criminal offence (other than a road traffic offence which is not punishable by a custodial sentence); or
- (d) the refusal or failure to substantially perform his duties and responsibilities to the Company lawfully prescribed by the Board after reasonable notice of such failure and a reasonable opportunity to remedy such failure;

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

**"Company"** means Project J Ltd (08924569);

**"Company's Lien"** has the meaning given in article 34.1;

**"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;

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

**"Deferred Shares"** means deferred shares of £0.0001 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 who is employed by or who provides consultancy services to, the Company or any member of the Group;

**"Employee Trust"** means a trust, whose beneficiaries are limited to persons of the kind described in section 1166 of the Act, or any of them;

**"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 Shares"** means the Shares, other than the Deferred Shares;

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

**"Expert Valuer"** is as determined in accordance with article 17.2;

**"Fair Value"** is as determined in accordance with article 17.3;

**"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;

**"FF CLA"** means the convertible loan agreement entered into among the Future Fund and the Other Lenders (as defined therein) dated 14 December 2020;

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

**"Forward"** means Forward Partners 1 Limited Partnership acting by its general partner, Forward Partners General Partner Limited a company registered in England and Wales with company number 08868302 and whose registered office is at Commercial Unit 2, Aurora Building, 124 East Road, London, N1 6FD and its Permitted Transferees;

**"Forward Director"** means a Director appointed by Forward pursuant to Article 24.2;



**"Founders"** means Thomas Beverley and Jonathan Thomson and **"Founder"** shall mean any one of them;

**"Founder Shares"** means Ordinary Shares in the capital of the Company beneficially owned, either directly or indirectly, by a Founder and any Permitted Transferee of that Founder;

**"Fully Diluted Basis"** means at any time with respect to any class or type of shares in the capital of the Company:

- (a) all issued shares of that class or type of shares;
- (b) all such shares issuable in respect of securities (whether vested or unvested) convertible into or exchangeable for those shares; and
- (c) all shares issuable in respect of options, warrants or other rights (whether vested or unvested) or obligations;

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

**"Future Fund"** means UK FF Nominees Limited (company number 12591650) and any Associated Government Entities to whom it transfers any Shares in accordance with the Shareholders' Agreement and these Articles;

**"Good Leaver"** means a Founder who ceases to be an Employee in circumstances where he is neither a Bad Leaver nor an Intermediate Leaver;

**"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;

**"Hoxton"** means Hoxton Ventures II, L.P. acting by its general partner Hoxton Ventures II, G.P. LLP with company number OC420765 and whose registered office is at 483 Green Lanes London N13, 4BS and its Permitted Transferees;

**"Hoxton Director"** means a Director appointed by Hoxton pursuant to Article 24.3;

**"Intermediate Leaver"** means a Founder who ceases to be an Employee in circumstances where the Founder has voluntarily terminated his employment

agreement with the Company (save in circumstances amounting to constructive dismissal by the Company) or where the Board (with the approval of an Investor Director) otherwise determines he is an Intermediate Leaver in circumstances where he would otherwise be a Bad Leaver;

**"Investor Majority"** means the holders of a majority of the voting Equity Shares (which for such purposes shall exclude any voting Equity Shares held by any of the Founders);

**"Investor Majority Consent"** means the prior written consent of an Investor Majority;

**"Investor Directors"** means the Beach Director, the Forward Director and Hoxton Director and "Investor Director" means any one of them;

**"Investors"** means those persons defined as Investors in the Amended and Restated Shareholders' Agreement and their Permitted Transferees;

**"Investor Fund Manager"** means a Fund Manager which advises or manages an Investor;

**"Investors"** has the meaning given in the Shareholders' Agreement;

**"Institutional Investor"** means any fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing, other than an Institutional Investor who the Board determines in its reasonable discretion is a competitor with the business of the Company;

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

**"Leaver's Percentage"** means, in relation to and for the purposes of determining the number of Founder Shares that are required to be converted to Deferred Shares (pursuant to Article 8.1) as a result of the Founder ceasing to be an Employee within the period commencing on the Base Date and ending on the Effective Termination Date, either:

- i. if the Effective Termination Date is prior to the first anniversary of the Base Date, 75%;
- ii. if the Effective Termination Date is on or after the first anniversary of the Base Date, the percentage (rounded up to two decimal places) as calculated using the formula below:

$$66.66 - (1.3888 * NM),$$

where NM = number of full calendar months from the Base Date to the Effective Termination Date such that the Leaver's Percentage shall be zero on the first day of the 49th month after the Base Date;

**"Lien Enforcement Notice"** has the meaning given in article 34.3;

**"Listing"** means a successful application being made in relation to all or any of the Shares for admission to listing on a Recognised Investment Exchange;

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

- (a) 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 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);
- (b) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager; or
- (c) 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;

**"Nasdaq"** means the NASDAQ Global Market of the NASDAQ OMX Group Inc.;

**"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 13.5);

**"Offer"** has the meaning set out in article 19.2;

**"Offer Period"** has the meaning set out in article 19.3;

**"Ordinary Shareholders"** mean the holders from time to time of the Ordinary Shares;

**"Ordinary Shares"** means the ordinary shares of £0.0001 each in the share capital of the Company;

**"Original Purchase Price"** means the price per share equal to the amount subscribed or deemed to have been subscribed (including any premium) for such share;

**"Other Lenders"** has the meaning given in the FF CLA;

**"Permitted Transfer"** means a transfer of Shares in accordance with article 15;

**"Permitted Transferee"** means:

- (a) in relation to any Shareholder, any Employee Trust;
- (b) in relation to any Shareholder which is an Employee Trust, any Employee or individual who has been an Employee;
- (c) in relation to a Shareholder who is an individual, any of his Privileged Relations or Trustees;
- (d) 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;
- (e) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group; and
- (f) in relation to an Investor:
  - (i) to any Member of the same Group;
  - (ii) to any Member of the same Fund Group;
  - (iii) to any other Investor; or
  - (v) to any nominee of an Investor,subject to the approval of a majority of the Directors;
- (e) in relation to the Future Fund:
  - (i) to an Institutional Investor that is acquiring the whole or part (being not fewer than 10 companies) of the Future Fund's interest in a portfolio of investments which comprise or result from the conversion of unsecured convertible loans substantially on the same terms as the FF CLA, provided always that such transaction(s) is bona fide in all respects; or
  - (ii) to any Associated Government Entities;
- (g) in relation to Beach Equity or Beach Nominee, any of the persons referred to in Article 15.14;

**"Preference Amount"** means: an amount equal to the amount paid per share in respect of each of the Seed A-1 Preferred Shares, an amount equal to the amount paid per share in respect of each of the Seed A-2 Preferred Shares, an amount equal to the amount paid per share in respect of each of the Seed A-3 Preferred Shares and £8.77 in respect of each of the Seed A-4 Preferred Shares and if applicable adjusted as referred to in Article 9.9 and/or Article 10.3 and together with a sum equal to any Accruals in respect of such Seed Preferred Share;

**"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 and in respect of any consideration payable otherwise in cash, shall be the amount certified by the Auditors (or if the Auditors decline to act or are unable to act, an independent firm of accountants appointed by the Company) acting as experts and not as arbitrators as being in their opinion the current cash value of that consideration;

**"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 19.3;

**"Proposed Sale Notice"** has the meaning given in article 19.3;

**"Proposed Sale Shares"** has the meaning given in article 19.3;

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

**"Proposed Transfer"** has the meaning given in article 19.1;

**"Put Option"** has the meaning given in Article 39;

**"Put Option Notice"** has the meaning given in Article 39;

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

**"Recognised Investment Exchange"** has the meaning given to it in the Financial Services and Markets Act 2000;

**"Relevant Interest"** has the meaning set out in article 29.5;

**"Relevant Period"** means 48 months from the Base Date;

**"Sale Shares"** has the meaning set out in article 16.2(a) of these articles;

**"Seed A-1 Preferred Shares"** means the seed A-1 preferred shares of £0.0001 each in the share capital of the Company;

**"Seed A-2 Preferred Shares"** means the seed A-2 preferred shares of £0.0001 each in the share capital of the Company;

**"Seed A-3 Preferred Shares"** means the seed A-3 preferred shares of £0.0001 each in the share capital of the Company;

**"Seed A-4 Preferred Shares"** means the seed A-4 preferred shares of £0.0001 each in the share capital of the Company;

**"Seed Preferred Shares"** means the Seed A-1 Preferred Shares, the Seed A-2 Preferred Shares, the Seed A-3 Preferred Shares and Seed A-4 Preferred Shares;

**"Seedrs"** means Seedrs Nominees Limited, a limited company incorporated in England and Wales under No. 08756825 whose registered office is at Churchill House, 142-146 Old Street, London EC1V 9BW, United Kingdom;

**"Seller"** has the meaning set out in article 16.2 of these articles;

**"Shareholder"** means any holder of any Shares;

**"Share Option Plan(s)"** means the share option plan(s) of the Company from time to time;

**"Shares"** means the Seed A-1 Preferred Shares, the Seed A-2 Preferred Shares, the Seed A-3 Preferred Shares, the Seed A-4 Preferred Shares, the Ordinary 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;

**"Starting Price"** means:

- (a) in respect of the Seed A-1 Preferred Shares, an amount equal to the amount paid per Seed A-1 Preferred Share; and

- (b) in respect of the Seed A-3 Preferred Shares an amount equal to the amount paid per Seed A-3 Preferred Share;

and, if applicable, adjusted as referred to in Article 9.9 and/or Article 10.3;

**"Subscription Agreements"** means the subscription agreements entered into between certain of the Investors and the Company on or around 12 June 2023;

**"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 16.2;

**"Transfer Price"** shall have the meaning given in article 16.2(c);

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

**"Unvested"** means those Founder Shares which are not Vested; and

**"Vested"** means those Founder Shares which are no longer capable of being converted into Deferred Shares pursuant to Article 8.

### **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 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.
- 3.3 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.

- 3.4 Subject to Investor Majority Consent (other than in relation to the Company's purchase of its own Shares in connection with the Put Option, which shall not require Investor Majority Consent), the Company may purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Act, to the extent permitted by section 692(1ZA) of the Act.
- 3.5 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and"
- 3.6 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 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this article 4.
- 4.2 Any Available Profits which the Company may determine to distribute in respect of any Financial Year, will be distributed among the holders of the Deferred Shares and the Equity Shares so that the holders of the Deferred Shares receive £0.01 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of that class, and the remainder of the Available Profits will be distributed to 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.
- 4.3 All dividends shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 4.4 Subject to the Act and these articles, the Board may pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 4.5 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.
- 4.6 If:
  - (a) a Share is subject to the Company's Lien; and



- (b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it, they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share. The Company shall notify the distribution recipient in writing of:
- (a) the fact and sum of any such deduction;
  - (c) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
  - (d) how the money deducted has been applied.

## 5. DISTRIBUTION OF CAPITAL

- 5.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities (the “**Surplus Assets**”) shall be applied (to the extent that the Company is lawfully permitted to do so):
- (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares);
  - (b) second, in paying to the holders of Seed A-1 Preferred Shares and Seed A-3 Preferred Shares an amount per Seed A-1 Preferred Share or Seed A-3 Preferred Share held equal to the greater of (i) the Preference Amount and (ii) the amount that would be received if such Seed A-1 Preferred Share or Seed A-3 Preferred Share (and all other Seed A-1 Preferred Shares and Seed A-3 Preferred Shares that would receive a larger distribution per share if such Seed A-1 Preferred Shares or Seed A-3 Preferred Shares were converted into Ordinary Shares) had been converted into Ordinary Shares immediately prior to such event (provided that if there are insufficient Surplus Assets to pay the aggregate Preference Amounts of all Seed A-1 Preferred Shares and Seed A-3 Preferred Shares, the remaining Surplus Assets shall be distributed to the holders of Seed A-1 Preferred Shares and Seed A-3 Preferred Shares pro rata to their respective aggregate Preference Amount); and
  - (c) the balance of the Surplus Assets (if any) shall be distributed among the holders of the Seed A-2 Preferred Shares, Seed A-4 Preferred Shares and

the Ordinary Shares pro rata to the number of Ordinary Shares, Seed A-2 Preferred Shares and Seed A-4 Preferred Shares held by them.

- 5.2 In the event that the Surplus Assets are distributed on more than one occasion, the distribution of Surplus Assets on any further occasion shall be made by continuing the distribution from the previous distribution in the order of priority set out in Article 5.1 taking account of the previous distributions received by such holders.

## 6. EXIT PROVISIONS

- 6.1 On a Share Sale the Proceeds of Sale shall be distributed in the following order of priority:

- (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares);
- (b) second, in paying a sum equal to £X plus £100 (where X is an amount equal to the aggregate sum that the holders of Seed Preferred Shares would receive if each holder of Seed Preferred Shares were to receive an amount per Seed Preferred Share held (the “**Relevant Amount Per Preferred Share**”) equal to the greater of (i) the Preference Amount of such Seed Preferred Share and (ii) the amount that would be received if such Seed Preferred Share (and all other Seed Preferred Shares that would receive a larger distribution per share if such Seed Preferred Shares were converted into Ordinary Shares) had been converted into Ordinary Shares immediately prior to such event), to be distributed:
  - (i) as to 0.0001%, to the holders of the Ordinary Shares pro rata according to the number of Ordinary Shares held by them; and
  - (ii) as to the remainder, to the holders of the Seed Preferred Shares pro rata to the proportion that their respective aggregate Relevant Amount Per Preferred Share represents in relation to X,

provided that if there are insufficient Proceeds of Sale to pay £X plus £100, the remaining Proceeds of Sale shall be distributed to the holders of Seed Preferred Shares and Ordinary Shares pro rata to their respective entitlements under this Article 6 calculated as if the Relevant Amount Per Preferred Share was equal to the Preference Amount; and

- (c) the balance of the Proceeds of Sale shall be distributed:
  - (i) as to 0.0001%, to the holders of the Seed Preferred Shares pro rata to the number of Seed Preferred Shares held by them; and

- (ii) as to the remainder, to the holders of Ordinary Shares pro rata according to the number of Ordinary Shares held by them.

6.2 The Directors shall not register any transfer of Shares sold in connection with that Share Sale if the Proceeds of Sale are not distributed in accordance with this Article 6 provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:

- (a) 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 in the order of priority set out in this Article 6; and
- (b) the Shareholders shall take any action required by the Board to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in this Article 6.

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in this Article 6.

6.3 On an Asset Sale the Surplus Assets shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority 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 Majority Consent) (including, but without prejudice to the generality of this Article, actions that may be necessary to put the Company into voluntary liquidation) so that Article 5 applies.

## **7. VOTES IN GENERAL MEETING**

7.1 The Ordinary Shares and the Seed Preferred Shares shall confer on each holder of such 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.

7.2 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.

7.3 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.

## **8. VESTING OF FOUNDER SHARES**

- 8.1 Subject to Article 8.3, if at any time during the Relevant Period a Founder ceases to be an Employee by reason of being a Bad Leaver, all of that Founder's Founder Shares shall convert into Deferred Shares. Such conversion shall take place: (a) automatically and immediately upon the Effective Termination Date; or (b) on such later date as the Board may in its absolute discretion approve and notify in writing to the relevant Founder. Any Director nominated by the Board for such purpose shall be constituted as the agent or attorney of the Founder for the purpose of executing and delivering any documents which the Board deems necessary or appropriate in connection with the perfection of any conversion of Ordinary Shares into Deferred Shares pursuant to this Article 8.
- 8.2 Subject to Article 8.3, if at any time during the Relevant Period a Founder ceases to be an Employee by reason of being an Intermediate Leaver, the Leaver's Percentage of that Founder's Founder Shares shall convert into Deferred Shares (rounded down to the nearest whole share). Such conversion shall take place: (a) automatically and immediately upon the Effective Termination Date; or (b) on such later date as the Board may in its absolute discretion approve and notify in writing to the relevant Founder. Any Director nominated by the Board for such purpose shall be constituted as the agent or attorney of the Founder for the purpose of executing and delivering any documents which the Board deems necessary or appropriate in connection with the perfection of any conversion of Ordinary Shares into Deferred Shares pursuant to this Article 8.
- 8.3 If a Founder ceases to be an Employee during the Relevant Period and is a Good Leaver, then any Unvested Shares shall become Vested at the discretion of the Board.
- 8.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) in the Company and at any time thereafter a Founder ceases to be an Employee by reason of being a Good Leaver, then the Ordinary Shares relating to the Founder shall immediately become Vested.

## **9. CONVERSION OF SEED PREFERRED SHARES**

- 9.1 The Seed Preferred Shares shall convert into Ordinary Shares on the terms of this Article and the corresponding share capital of the Company shall automatically be re-designated accordingly.

- 9.2 Any holder of Seed Preferred Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares some or all of the fully paid Seed Preferred Shares held by them at any time. Those Seed Preferred Shares specified in such notice shall convert automatically on the date stated in such notice (the "**Conversion Date**"), provided that the holder may in such notice, state that conversion of its Seed Preferred Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**").
- 9.3 All of the fully paid Seed Preferred Shares shall automatically convert into Ordinary Shares:
- (a) on the date stated in a specified notice given to the Company by the Investor Majority (which date shall be on or after the delivery of such notice and shall be treated as the Conversion Date); or
  - (b) immediately upon the occurrence of an IPO.
- 9.4 In the case of (i) Articles 9.2 and 9.3(a), not more than five Business Days after the Conversion Date or (ii) in the case of Article 9.3(b), at least five Business Days prior to the occurrence of an IPO, each holder of the relevant Seed Preferred Shares shall deliver the certificate(s) (or an indemnity for lost certificate(s) in a form acceptable to the Board) in respect of the Seed Preferred Shares being converted to the Company at its registered office for the time being.
- 9.5 Where conversion is mandatory on the occurrence of an IPO, that conversion will be effective only immediately prior to 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 9.2, 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.
- 9.6 On the Conversion Date, the relevant Seed Preferred Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis (subject to adjustment as set out in these Articles) of one Ordinary Share for each Seed Preferred Share held, rounded down to the nearest whole number (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.
- 9.7 The Company shall on the Conversion Date enter the holder of the converted Seed Preferred 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(s) in a form acceptable to the Board) in respect of the Seed Preferred Shares in accordance with this Article, the

Company shall within 10 Business Days of the Conversion Date forward to such holder of Seed Preferred Shares by post to his or her address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.

9.8 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company, subject to the Company having Available Profits for the purpose, will pay to the holders of the Seed Preferred Shares falling to be converted a dividend equal to all Accruals (if any) in relation to those Seed Preferred Shares, which payment may be waived by an Investor Majority.

9.9 In the event of any Bonus Issue or Reorganisation, the Preference Amount, Starting Price and/or Conversion Ratio, as applicable, shall also be adjusted equitably so that each holder of Seed Preferred Shares is in no better or worse position (with respect to each Seed Preferred Share held) as a result of such Bonus Issue or Reorganisation. If a doubt or dispute arises concerning an adjustment of the Preference Amount, Starting Price and/or Conversion Ratio in accordance with this Article, or if so requested by an Investor Majority, 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.

9.10 If any holder of Seed Preferred Shares 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, any Director will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.

## 10. **ANTI-DILUTION PROTECTION**

10.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Starting Price of the Seed A-1 Preferred Shares or Seed A-3 Preferred Shares (in each case, a "**Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of that New Security) (a "**Qualifying Issue**"), then the Company shall, unless and to the extent that in the event of a Qualifying Issue in respect of the Seed A-1 Preferred Shares the holders of a

majority of the Seed A-1 Preferred Shares has specifically waived in writing the rights of all holders of Seed A-1 Preferred Shares under this Article and/or in the event of a Qualifying Issue in respect of the Seed A-3 Preferred Shares the holders of a majority of the Seed A-3 Preferred Shares has specifically waived in writing the rights of all holders of Seed A-3 Preferred Shares under this Article, issue to each holder of Seed A-1 Preferred Shares or Seed A-3 Preferred Shares, as applicable, (the **"Exercising Investor"**) a number of new Seed A-1 Preferred Shares (in respect of the holders of the Seed A-1 Preferred Shares) and/or new Seed A-3 Preferred Shares (in respect of the holders of the Seed A-3 Preferred Shares) determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 10.3 (the **"Anti-Dilution Shares"**):

$$N = \left( \left( \frac{SIP}{WA} \right) x Z \right) - Z$$

Where:

N = the number of Anti-Dilution Shares to be issued to the Exercising Investor

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

WA =

SIP = the Starting Price of the Seed A-1 Preferred Shares or Seed A-3 Preferred Shares (as applicable)

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

QISP = the lowest per Share price of the New Securities issued pursuant to the Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of that New Security)

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

Z = the number and relevant class of fully paid Seed A-1 Preferred Shares or Seed A-3 Preferred Shares (as applicable) held by the Exercising Investor prior to the Qualifying Issue

10.2 The Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or the Exercising Investors holding a majority of the Seed A-1 Preferred Shares (in the event of a Qualifying Issue in respect of the Seed A-1 Preferred Shares) and/or Exercising Investors holding a majority of the Seed A-3 Preferred Shares (in the event of a Qualifying Issue in respect of the Seed A-3 Preferred Shares) shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 10.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 10.1 or this Article 10.2, the matter shall be referred (at the cost of the Company) to the Auditors (acting as experts and not arbitrators) for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 10.2(a) (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing Seed A-1 Preferred Shares or Seed A-3 Preferred Shares (as applicable) within five Business Days of the expiry of the offer being made by the Company to the Exercising Investor and pursuant to Article 10.2(a).

10.3 The Preference Amount and Starting Price of the Seed A-1 Preferred Shares and/or Seed A-3 Preferred Shares held by each Exercising Investor following the issuance of Anti-Dilution Shares under this Article shall be adjusted to equal to the quotient of (i) the aggregate Preference Amount or Starting Price (as the case may be) of the Seed A-1 Preferred Shares and/or Seed A-3 Preferred Shares (as applicable) held by such Exercising Investor immediately prior to the issuance of the Anti-Dilution Shares and (ii) the number of the Seed A-1 Preferred Shares and/or Seed A-3 Preferred Shares held by such Exercising Investor immediately afterwards (including the Anti-Dilution Shares of the relevant class). If a doubt or dispute arises in respect of such adjustment, or if so requested by the holders of a majority of the Seed A-1 Preferred Shares (in the event of a Qualifying Issue in respect of the Seed A-1 Preferred Shares) and/or the holders of a majority of the Seed A-3 Preferred Shares (in the event of a Qualifying Issue in respect of the Seed A-3 Preferred Shares), the matter shall be referred to the Auditors whose determination shall, in the absence of



manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

- 10.4 For the purposes of this Article 10 any Shares held as Treasury Shares by the Company shall be disregarded.

## **11. DEFERRED SHARES**

The creation, allotment or issue of Deferred Shares shall be deemed to confer irrevocable authority on the Board at any time after their creation, allotment or issue to appoint any person to execute or give on behalf of the holder of those shares a transfer of them to such person or persons as the Company may determine.

## **12. VARIATION OF RIGHTS**

- 12.1 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 50 per cent. in nominal value of the issued shares of that class (provided that, if such variation or abrogation treats two or more classes in the same manner, the written consent of the holders of a majority of the issued shares of such classes (as if such classes constituted one and the same class) shall be required), save that the special rights attaching to the Seed Preferred Shares may only be varied or abrogated with Investor Majority Consent.

- 12.2 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.

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

- (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
- (b) on any proposed written resolution,

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

## **13. ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION**

- 13.1 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.

- 13.2 Unless otherwise agreed by an Investor Majority, 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 held by those holders (as nearly as may be without involving fractions). The offer:
- (a) shall be in writing, give details of the number and subscription price of the New Securities; and
  - (b) may stipulate that any Shareholder who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities ("**Excess Securities**") for which they wish to subscribe.
- 13.3 Any New Securities not accepted by Shareholders pursuant to the offer made to them in accordance with article 13.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 13.2 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 13.2 (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him) and 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.
- 13.4 Subject to articles 13.2 and 13.3 above 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.
- 13.5 The provisions of articles 13.2 to 13.4 shall not apply to:
- (a) options to subscribe for Ordinary Shares and the issue of shares pursuant to the exercise of options granted under the Share Option Plan;
  - (b) New Securities issued pursuant to the Subscription Agreements;
  - (c) New Securities issued in consideration of the acquisition by the Company of any company;
  - (d) New Securities issued as a result of a bonus issue of shares; and

- (e) New Securities issued on the exercise or conversion of any debenture, warrant, option (excluding those granted under the Share Option Plan(s)) or other convertible security existing at the Date of Adoption or granted after the Date of Adoption with Investor Majority Consent.
- 13.6 No Shares shall be allotted to any Employee, Director, prospective Employee or prospective director of the Company who in the opinion of the Board is subject to taxation in the United Kingdom unless such person has entered into a joint section 431 ITEPA election with the Company.
- 13.7 Any New Securities offered under this Article 13 to an Investor may be accepted in full or part by any Member of the same Fund Group or any Member of the same Group as such Investor (as relevant) in accordance with the terms of this Article 13.
- 14. TRANSFERS OF SHARES – GENERAL**
- 14.1 In articles 14 to 21 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.
- 14.2 No Share may be transferred unless the transfer is made in accordance with these articles.
- 14.3 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.
- 14.4 Any transfer of a Share by way of sale which is required to be made under articles 14 to 21 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 14.5 The Directors may refuse to register a transfer if:
  - (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
  - (b) 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 in a joint section 431 ITEPA election with the Company;
  - (c) it is a transfer of a Share which is not fully paid:
    - (i) to a person of whom the Directors do not approve; or

- (ii) on which Share the Company has a lien;
- (d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
- (e) 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;
- (f) the transfer is in respect of more than one class of Shares; or
- (g) the transfer is in favour of more than four 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.

- 14.6 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 14.6 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 14.7 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 that information and evidence 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:

- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights:
  - (i) 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 written resolution of the class in question) provided that such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor; or
  - (ii) to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares; and
- (b) either:
  - (i) 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; or
  - (ii) such Shares shall automatically convert into Deferred Shares on the basis of one Deferred Share for each such Share.

The rights referred to in (a) 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.

14.8 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. 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:

- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (any director with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the 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;
- (b) it does not include a Minimum Transfer Condition (as defined in article 16.2(d)); and
- (c) the Seller wishes to transfer all of the Shares held by it.

14.9 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:

- (a) the transferor; and
- (b) (if any of the shares is partly or nil paid) the transferee.

## **15. PERMITTED TRANSFERS**

15.1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.

15.2 Where under the provision of a deceased Shareholder's 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 case without restriction as to price or otherwise. Shares previously transferred as permitted by this article 15.2 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.

15.3 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares.

15.4 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Fund Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares.

15.5 Trustees may (i) transfer Shares to a company in which they hold the whole of the share capital and which they control (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.

- 15.6 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
  - (b) with the identity of the proposed trustees;
  - (c) the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
  - (d) 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.
- 15.7 If a company to which a Share has been transferred under article 15.6, ceases to be a Qualifying Company it must within five Business Days of so ceasing, transfer the Shares held by it to the Trustees or to a Qualifying Company (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.
- 15.8 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:
- (a) 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
  - (b) give a Transfer Notice to the Company in accordance with article 16.2,
  - (c) failing which he shall be deemed to have given a Transfer Notice.
- 15.9 On the death (subject to article 15.2), bankruptcy, liquidation, administration 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.

- 15.10 A transfer of any Shares approved by the Board (including an Investor Director) may be made without restriction as to price or otherwise and each transfer shall be registered by the Directors.
- 15.11 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 a majority of the Board.
- 15.12 Notwithstanding anything to the contrary in these Articles, in respect of any Shares held by Seedrs, the following transfers shall be permitted without any restrictions as to price, requirement to offer shares on a pre-emptive basis or otherwise:
- (a) any transfer of the Shares to any person who is the beneficial owner of such Shares;
  - (b) any transfer of the Shares to any person who is to hold the Shares as nominee for the beneficial owner in substitution for the then registered legal shareholder; or
  - (c) any transfer of the beneficial ownership of such Shares where the identity of the registered legal shareholder remains the same before and immediately after such transfer.
- 15.13 Any Shares held by the Future Fund may at any time be transferred to the Company pursuant to the Put Option in accordance with Article 39 and the Shareholders' Agreement without restriction as to price or otherwise.
- 15.14 Notwithstanding anything to the contrary in these Articles, in respect of any Shares held by Beach Equity or Beach Nominee, the following transfers shall be permitted without any restrictions as to price, requirement to offer shares on a pre-emptive basis or otherwise:
- (a) any transfer of the Shares to any person who is the beneficial owner of such Shares;
  - (b) any transfer of the Shares to any person who is to hold the Shares as nominee for the beneficial owner(s) in substitution for the then registered legal shareholder; or
  - (c) any transfer of the beneficial ownership of such Shares where the identity of the registered legal shareholder remains the same before and immediately after such transfer.



**16. TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS**

16.1 Save where the provisions of articles 15, 19, 20 and 21 apply, any transfer of Ordinary Shares by a Shareholder shall be subject to the pre-emption rights contained in this article 16.

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

- (a) the number of Ordinary Shares which he wishes to transfer (the "**Sale Shares**");
- (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
- (c) the price (in cash) at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board (the "**Transfer Price**"); and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**").

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

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

16.5 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice; and
- (b) in the case where the Transfer Price has not been specified or the Transfer Notice is deemed to have been served, the determination of the Transfer Price under article 17,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in articles 16.6 to 16.8. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

16.6 The Company shall offer the Sale Shares to the Shareholders on the basis set out in article 16.7.

## 16.7 Transfers: First Offer

- (a) The Board shall offer the Sale Shares to all Shareholders other than the Seller (the "**Continuing Shareholders**") inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "First Offer Period") for the maximum number of Sale Shares they wish to buy.
- (b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under articles 16.7 and 16.8 will be conditional on the fulfilment of the Minimum Transfer Condition.
- (c) If, at the end of the First 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 in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.
- (d) If not all Sale Shares are allocated in accordance with article 16.7(c) but there are applications for Sale Shares that have not been satisfied those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in article 16.7(c).
- (e) If, at the end of the First 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 (the "Initial Surplus Shares") will be dealt with in accordance with article 16.8.

## 16.8 Transfers: Second Offer

- (a) At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Continuing Shareholders inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the date of the offer (inclusive) (the "Second Offer Period") for the maximum number of the Initial Surplus Shares they wish to buy.
- (b) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder in the proportion (fractional entitlements being rounded to the nearest whole

number) which his existing holding of Shares bears to the total number of Shares (including Sale Shares) held by those Continuing Shareholders who have applied during the Second Offer Period for Initial Surplus Shares but no allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.

- (c) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications and the balance (the "Second Surplus Shares") will be offered to any other person in accordance with article 16.9(e).

#### 16.9 Completion of transfer of Sale Shares

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under articles 16.7 and 16.8 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

- (b) If:

- (i) the Transfer Notice does not include a Minimum Transfer Condition; and

- (ii) allocations have been made in respect of all the Sale Shares,

the Board shall, when no further offers are required to be made under articles 16.7 and 16.8, give written notice of allocation (an "**Allocation Notice**") to the Seller and each 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 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

- (c) 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.

- (d) If the Seller fails to comply with the provisions of article 16.9(c):

- (i) 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
- (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate).
- (e) If an Allocation Notice does not relate to all the Sale Shares then, subject to article 16.9(f), the Seller may, within eight weeks after service of the Allocation Notice, transfer the Second Surplus Shares to any person at a price at least equal to the Transfer Price provided that the sale of the Second Surplus Shares shall continue to be subject to any Minimum Transfer Conditions.
- (f) The right of the Seller to transfer Shares under article 16.9(e) does not apply if the Board is of the opinion on reasonable grounds that:
  - (i) the transferee is a person (or a nominee for a person) who the Board determines in its 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;
  - (ii) 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
  - (iii) 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.

#### 16.10 Waiver of restrictions

The restrictions imposed by this article may be waived in relation to any proposed transfer of Ordinary Shares with the consent of the Board (including an Investor Director).

## 17. VALUATION OF SHARES

17.1 If a Transfer Notice does not specify a Transfer Price or, subject to article 14.8, if a Transfer Notice is deemed to have been served then, upon service of the Transfer Notice or, in the case of the deemed service of a Transfer Notice, on the date on which the Board first has actual knowledge of the facts giving rise to such deemed service, the Board shall either:

- (a) appoint expert valuers in accordance with article 17.2 (the "Expert Valuers") to certify the Fair Value of the Sale Shares; or
- (b) if the Fair Value has been certified by Expert Valuers within the preceding 12 weeks then that shall be the Fair Value of the Sale Shares to which the Transfer Notice relates.

17.2 The Expert Valuers will be either:

- (a) the Auditors; or (if so specified in the relevant Transfer Notice)
- (b) 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 appointed by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party. As soon as reasonably practicable following acceptance by the independent firm of such nomination, the Board and the Seller shall jointly appoint such independent firm and shall act reasonably and in good faith to agree the detailed terms of reference and the procedures with such independent firm which are to apply in relation to the consideration and determination of the Fair Value. If either the Board or the Seller fails to agree such terms of reference and procedures with such independent firm and appoint such independent firm in accordance with this article 17, the other party, acting reasonably, shall be entitled in its sole capacity to agree such terms of reference and procedures with such independent firm and appoint such independent firm.

17.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:

- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Sale Shares are capable of being transferred without restriction;

- (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
  - (e) reflect any other factors which the Expert Valuers reasonably believe should be taken into account.
- 17.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuers shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 17.5 The Expert Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 17.6 The Expert Valuers 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).
- 17.7 The Board will give the Expert Valuers access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose.
- 17.8 The Expert Valuers 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.
- 17.9 The cost of obtaining the certificate shall be paid by the Company unless:
  - (a) the Seller cancels the Company's authority to sell; or
  - (b) the sale is pursuant to a Transfer Notice which is deemed to have been served, and the Sale Price certified by the Expert Valuers is less than the price (if any) offered by the directors to the Seller for the Sale Share before the Expert Valuer was instructed,in which case the Seller shall bear the cost.

## **18. COMPULSORY TRANSFERS – GENERAL**

- 18.1 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.

- 18.2 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:
- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
  - (b) 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 Shareholder.

If either requirement in this article 18.2 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.

- 18.3 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, the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Directors may determine.
- 18.4 If there is a change in control (as control is defined in section 1124 of the 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. This article 18.4 shall not apply to a member that is an Investor or Seedrs.

## **19. MANDATORY OFFER ON A CHANGE OF CONTROL**

- 19.1 Except in the case of Permitted Transfers and transfers pursuant to article 18, after going through the pre-emption procedure in article 16, the provisions of article 19.2 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.
- 19.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other 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 19.7).

- 19.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 5 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**").
- 19.4 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.
- 19.5 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.
- 19.6 The Proposed Transfer is subject to the pre-emption provisions of article 16 but the purchase of the Accepting Shareholders' shares shall not be subject to article 16.
- 19.7 For the purpose of this article:
- (a) the expression "transfer" and "purchaser" shall include the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment respectively;
  - (b) 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:
  - (c) in the Proposed Transfer; or
  - (d) 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 19.7, 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**");



$$\text{Relevant Sum} = C \div A$$

where: A = number of Equity Shares being sold in connection with the relevant Proposed Transfer;

C = the Supplemental Consideration.

## 20. Co-SALE RIGHT

20.1 No transfer (other than a Permitted Transfer) of any of the Equity Shares held by a Shareholder may be made or validly registered unless the relevant Shareholder (a "**Co-Sale Shareholder**") shall have observed the following procedures of this article.

20.2 After the Co-Sale Shareholder has gone through the pre-emption process set out in article 16, the Co-Sale Shareholder shall give to each holder of Equity Shares who has not taken up their pre-emptive rights under article 16 (an "**Equity Holder**") not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

- (a) the identity of the proposed purchaser (the "**Buyer**");
- (b) the price per share which the Buyer is proposing to pay;
- (c) the manner in which the consideration is to be paid;
- (d) the number of Equity Shares which the Co-Sale Shareholder proposes to sell; and
- (e) the address where the counter-notice should be sent.

20.3 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Co-Sale Shareholder that they wish to sell a certain number of Equity Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Equity Shares which such Equity Holder wishes to sell. The maximum number of shares which an Equity Holder can sell under this procedure shall be:

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

where:

- X is the number of Equity Shares held by the Equity Holder;
- Y is the total number of Equity Shares;
- Z is the number of Equity Shares the Co-Sale Shareholder proposes to sell.

Any Equity 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.

- 20.4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Co-Sale Shareholder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Co-Sale Shareholder from the Buyer.
- 20.5 No sale by the Co-Sale Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 20.6 Sales made in accordance with this article 20 shall not be subject to article 15.13.

## **21. DRAG-ALONG**

- 21.1 If the holders of more than 50% of the Equity Shares and an Investor Majority (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, then with the consent of the Board, 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.
- 21.2 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 the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this article) and the proposed date of transfer.
- 21.3 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.

- 21.4 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 6.
- 21.5 No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this article.
- 21.6 Within five Business Days of the Selling Shareholders serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct, together with the relevant share certificate(s) (or a suitable indemnity in lieu thereof) to the Company. On the expiration of that five Business Day period the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, the amounts they are due pursuant to article 21.4 to the extent the Proposed Purchaser has put the Company in the requisite funds. The Company's receipt for the amounts due pursuant to article 21.4 shall be a good discharge to the Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to article 21.4 in trust for the Called Shareholders without any obligation to pay interest.
- 21.7 To the extent that the Proposed Purchaser has not, on the expiration of such five Business Day period, put the Company in funds to pay the amounts due pursuant to article 21.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this article 21 in respect of their Shares (but without prejudice to any further Drag Along Notices which may be served).
- 21.8 If a Called Shareholder fails to deliver stock transfer forms and share certificates (or suitable indemnity) for its Shares to the Company upon the expiration of that five Business Day period, 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, at the expiration of that five Business Day period, put the Company in funds to pay the amounts due pursuant to article 21.4 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 amount due to him pursuant to article 21.4.

- 21.9 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 15.13.
- 21.10 If any new shares ("**New Shares**") are issued to any person, following the issue of a Drag Along Notice, 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 in respect of the New Shares immediately upon the issue of those New Shares on the same terms as the previous Drag Along Notice and the new Shareholder shall then be bound to sell and transfer all such New Shares to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this article 21 shall apply with the necessary changes to the New Shareholder except that completion of the sale of the New Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

## **22. GENERAL MEETINGS**

- 22.1 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.
- 22.2 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.
- 22.3 If any two or more 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.
- 22.4 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.

- 22.5 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.
- 22.6 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.
- 22.7 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.

## **23. PROXIES**

- 23.1 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 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)".
- 23.2 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:
  - (a) 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;
  - (b) 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

- (c) 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.

#### **24. 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 or obligation of the Company or of any third party.

#### **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 not more than five.

#### **26. APPOINTMENT OF DIRECTORS**

- 26.1 For so long as any Founder and their Permitted Transferees hold a minimum of 10% of Equity Shares on a Fully Diluted Basis, or, in the case of Jonathan Thomson holds Equity Shares or has a subsisting option to acquire Equity Shares in each case equivalent to a minimum of 10% of Equity Shares on a Fully Diluted Basis, and in each case the relevant Founder remains an Employee, each Founder shall have the right to appoint and maintain himself in office as a director of the Company.
- 26.2 For so long as Beach Equity, Beach Nominee and/or any of its Permitted Transferees holds 2.5% of Equity Shares on a Fully Diluted Basis, the Beach Representative shall have the right to appoint and maintain in office one persons as it may from time to time nominate as the Beach Director (and, as a member of each and any committee of the Board), and to remove any Beach Director so appointed and, upon their removal, to appoint another Beach Director in his place and the Company shall procure the necessary approvals of such appointments and replacements as the case may require.
- 26.3 For so long as Forward or any of its Permitted Transferees holds a minimum of 5% of Equity Shares on a Fully Diluted Basis, Forward shall have the right to appoint and maintain in office one person as it may from time to time nominate as the Forward Director (and, as a member of each and any committee of the Board), and to remove any Forward Director so appointed and, upon their removal, to appoint another

Forward Director in his place and the Company shall procure the necessary approvals of such appointments and replacements as the case may require.

- 26.4 For so long as Hoxton or any of its Permitted Transferees holds a minimum of 5% of Equity Shares on a Fully Diluted Basis, Hoxton shall have the right to appoint and maintain in office one person as it may from time to time nominate as the Hoxton Director (and, as a member of each and any committee of the Board), and to remove any Hoxton Director so appointed and, upon their removal, to appoint another Hoxton Director in his place and the Company shall procure the necessary approvals of such appointments and replacements as the case may require.

**27. DISQUALIFICATION OF DIRECTORS**

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

- (a) if he is convicted of a criminal offence (other than a minor motoring offence);  
or
- (b) where he is also an employee, consultant or otherwise provides services to the Company and such employment, consultancy or other service agreement or arrangement is terminated, whether as a result of dismissal by the Company for any reason, or resignation by the relevant Director,

and the remaining Directors resolve that his office be vacated.

**28. PROCEEDINGS OF DIRECTORS**

- 28.1 The quorum for Directors' meetings shall be two Directors, one of whom shall be an Investor Director (save that where a Relevant Interest of a Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Director and any other interested Director shall not be included for the purpose of such authorisation but shall be included for the purpose of forming the quorum). 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:



- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (h) any other interest authorised by ordinary resolution.

*Interests of an Investor 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 or she has declared to the Directors in accordance with the provisions of these Articles the nature and extent of their interest, where a Director is an Investor Director they may (save as to the extent not permitted by law), notwithstanding their office, have an interest arising from any duty

they may owe to, or interest they may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- (a) such Investor Director's appointing Investor;
- (b) a Fund Manager which advises or manages such Investor;
- (c) any of the funds advised or managed by a Fund Manager who advises or manages such Investor; or
- (d) another body corporate or firm in which a Fund Manager who advises or manages such Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies;

(each, together with the interests set out in Article 29.1, a "**Relevant Interest**").

*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 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:

- (a) 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:

- (b) 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;
- (c) 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
- (d) restricting the application of the provisions in article 29.6, so far as is permitted by law, in respect of such Interested Director;
- (e) 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

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.

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

29.6 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:

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

29.7 Where such duty of confidentiality arises out of a situation in which a Directors has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 29.6 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*

29.8 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:

- (a) 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
- (b) 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*

29.9 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:

- (a) falling under article 29.1(g);
- (b) 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
- (c) 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*

29.10 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.

29.11 For the purposes of this article 29:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;

- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
- (c) 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:

- (a) in hard copy form;
- (b) in electronic form; or
- (c) (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 31.

#### *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):

- (a) to the Company or any other company at its registered office; or
- (b) to the address notified to or by the Company for that purpose; or
- (c) in the case of an intended recipient who is a 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
- (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or

- (e) 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
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) 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:

- (a) if delivered, at the time of delivery;
- (b) 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:

- (a) 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;
- (b) 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 30.2; or
- (c) 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;
- (d) on its website from time to time; or
- (e) 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:

- (a) 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;
- (b) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;

- (c) if delivered in an electronic form, at the time of delivery; and
- (d) if sent by any other electronic means as referred to in article 30.4(c), 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:

- (a) Without prejudice to any indemnity to which a Director or other officer of the Company may otherwise be entitled, 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, losses, costs and expenses 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:

- (i) any liability incurred by the director to the Company or any associated company; or
- (ii) 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
- (iii) 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,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in articles 31.1(a)(i), 31.1(a)(iii)(B) and 31.1(a)(iii)(C) applying;

- (b) 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.

## **32. DATA PROTECTION**

Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and



procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

### **33. SECRETARY**

Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

### **34. LIEN**

34.1 The Company shall have a first and paramount lien (the "**Company's Lien**") over every Share not fully paid for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable.

34.2 The Company's Lien over a Share:

- (a) shall take priority over any third party's interest in that Share; and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

The Directors may at any time decide that a Share which is, or would otherwise be, subject to the Company's Lien shall not be subject to it, either wholly or in part.

34.3 Subject to the provisions of this article 34, if:

- (a) a notice complying with article 34.4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and

(b) the person to whom the notice was given has failed to comply with it,

the Company shall be entitled to sell that Share in such manner as the Directors decide.

34.4 A Lien Enforcement Notice:

- (a) may only be given by the Company in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

34.5 Where any Share is sold pursuant to this article 34:

- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
- (b) the transferee shall not be bound to see to the application of the consideration, and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale.

34.6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;
- (b) secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.

34.7 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- (b) subject to compliance with any other formalities of transfer required by these articles or by law, shall constitute a good title to the Share.

### **35. CALL NOTICES**

35.1 Subject to these articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "**call**") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.

35.2 A Call Notice:

- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);
- (b) shall state when and how any call to which it relates it is to be paid; and
- (c) may permit or require the call to be paid by instalments.

35.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.

35.4 Before the Company has received any call due under a Call Notice the Directors may:

- (a) revoke it wholly or in part; or
- (b) specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.

35.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.

- 35.6 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to:
- (a) pay calls which are not the same; or
  - (b) pay calls at different times.
- 35.7 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
- (a) on allotment;
  - (b) on the occurrence of a particular event; or
  - (c) on a date fixed by or in accordance with the terms of issue.
- 35.8 If the due date for payment of such a sum as referred to in article 35.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that sum, and shall be liable to the same consequences as regards the payment of interest and forfeiture.
- 35.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):
- (a) the Directors may issue a notice of intended forfeiture to that person; and
  - (b) until the call is paid, that person shall be required to pay the Company interest on the call from the call payment date at the Relevant Rate (as defined below).
- 35.10 For the purposes of article 35.9 above:
- (a) the "**Call Payment Date**" shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "**Call Payment Date**" is that later date;
  - (b) the "**Relevant Rate**" shall be:
    - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
    - (ii) such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors; or

(iii) if no rate is fixed in either of these ways, five per cent. a year,

provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).

35.11 The Directors may waive any obligation to pay interest on a call wholly or in part.

35.12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice.

### **36. FORFEITURE OF SHARES**

36.1 A notice of intended forfeiture:

- (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a Call Notice;
- (b) shall be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;
- (d) shall state how the payment is to be made; and
- (e) shall state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

36.2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

36.3 Subject to these articles, the forfeiture of a Share extinguishes:

- (a) all interests in that Share, and all claims and demands against the Company in respect of it; and
- (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

- 36.4 Any Share which is forfeited in accordance with these articles:
- (a) shall be deemed to have been forfeited when the Directors decide that it is forfeited;
  - (b) shall be deemed to be the property of the Company; and
  - (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 36.5 If a person's Shares have been forfeited then:
- (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
  - (b) that person shall cease to be a Shareholder in respect of those Shares;
  - (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
  - (d) that person shall remain liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
  - (e) the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 36.6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.
- 36.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 36.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
  - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.

36.9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.

36.10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum which:

- (a) was, or would have become, payable; and
- (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,

but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

### **37. SURRENDER OF SHARES**

37.1 A Shareholder shall be entitled to surrender any Share:

- (a) in respect of which the Directors issue a notice of intended forfeiture;
- (b) which the Directors forfeit; or
- (c) which has been forfeited.

The Directors shall be entitled to accept the surrender of any such Share.

37.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.

37.3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

### **38. NOMINEE SHAREHOLDINGS**

38.1 To the extent that any Shares are held by a nominee or custodian on behalf of any Shareholder as bare nominee, such Shareholder shall be entitled to receive all notices and exercise all rights pursuant to these Articles on behalf of such nominee or custodian.

### **39. FUTURE FUND PUT OPTION**

39.1 In the event that it is determined by the Future Fund (in its absolute discretion) that it would be prejudicial to the reputation of the Future Fund and/or the UK Government

to continue holding its Shares, the Future Fund shall have the option to require the Company to purchase all of the Shares held by the Future Fund, in each case for an aggregate price of £1.00 at any time (the "**Put Option**"), provided that:

- (a) the Put Option shall be exercisable by irrevocable notice in writing from the Future Fund to the Company (the "**Put Option Notice**");
- (b) the terms of the completion of the Put Option have been authorised by a resolution of the Company; and
- (c) completion of the Put Option shall take place as soon as reasonably practicable and in any event no later than 20 Business Days following the Company's receipt of the Put Option Notice; and
- (d) each of the parties to this agreement shall execute, and the Company shall procure so far as it lies within its power to do so the execution of, all such documents and deeds and do all such acts and things as may be reasonably required from time to time to implement the Put Option and transfer the legal and beneficial ownership of the Shares being sold to the Company under this paragraph 3, including waiving any pre-emption rights relating to such transfer.

#### **40. RIGHTS OF THE FUTURE FUND**

- 40.1 The Future Fund specific rights pursuant to these Articles cannot be amended or removed without the prior written consent of the Future Fund.