

Company No. 09002109

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

**of**

**CATINAFLAT LIMITED**

**(the "Company")**

On **16<sup>th</sup>** September 2015 the following resolutions were passed, in the case of resolution 1 as an ordinary resolution, and in the case of resolution 2 as a special resolution

**ORDINARY RESOLUTION**

1. THAT, with effect from the passing of this resolution each of the 2 issued ordinary shares of £1 00 each in the capital of the Company is sub-divided into 10,000 ordinary shares of £0 0001 each

**SPECIAL RESOLUTION**

2. THAT, with effect from the passing of this resolution, the Articles of Association contained in the document attached to this resolution be and are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company

  
Director

**SATURDAY**



\*A4GQBW5D\*  
A17 26/09/2015 #457  
COMPANIES HOUSE

ARTICLES OF ASSOCIATION

of

**CATINAFLAT LIMITED**

(Registered number 09002109)

**EDWIN COE LLP**

2 Stone Buildings  
Lincoln's Inn  
London  
WC2A 3TH

Ref 4742084\_1

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**CATINAFLAT LIMITED**

**(Adopted by special resolution passed on 16 September 2015)**

**1. INTERPRETATION**

**1.1** In these Articles, the following words have the following meanings

**Act** the Companies Act 2006,

**Adoption Date** the date of adoption of these Articles,

**Articles** the Company's articles of association for the time being in force,

**Bad Leaver** a Departing Employee Shareholder who becomes a Departing Employee Shareholder in circumstances where he is not a Good Leaver,

**Business Day** any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

**Conflict** has the meaning given in Article 9 1,

**Consent** the prior written consent of the Founder and not less than one Investor,

**Controlling Interest** an interest in shares giving to the holder or holders control of the Company within the meaning of section 840 of the Income and Corporation Taxes Act 1988,

**Deemed Transfer Notice** a Transfer Notice which is deemed to have been served by any of the provisions of these Articles,

**Departing Employee Shareholder** an Employee Shareholder who ceases to be a director or employee of the Company and who does not continue as, or become, a director or employee of any other Group Company,

**Directors** the directors of the Company from time to time,

**Eligible Director** any director who would be entitled to vote on the matter at a meeting of directors,

**Employee Shareholder** a Shareholder (other than a Founder) who is, or who has been, a director and/or employee of any Group Company,

**Exit** a Sale or a Listing,

**Fair Value** in relation to shares, as determined in accordance with Article 19 2,

**Family Trust** in relation to the Founder or an Investor, a trust, however arising in respect of which Shares are held under which no beneficial interest in the Shares is held by any person other than the Investor concerned, or the spouse, co-habitee, child or grandchild (including adopted child or stepchild) of the Founder or such Investor (as applicable),

**Founders** means, together, KB and JB, and “**Founder**” means either of them,

**Good Leaver** an Employee Shareholder who becomes a Departing Employee Shareholder for one of the following reasons

- (a) that person’s death or the death of that person’s spouse or minor child,
- (b) they are admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983,
- (c) they suffer a Permanent Incapacity,
- (d) they retire at normal retirement age,
- (e) they are made redundant,
- (f) they are dismissed by the Company (or other Group Company) where such dismissal is determined by an employment tribunal or a court of competent jurisdiction from which there is no right of appeal to be wrongful or constructive, or
- (g) it is agreed with Consent that for any other reason they should be deemed to be a Good Leaver

**Group** the Company and its subsidiaries (if any) from time to time and Group Company shall be construed accordingly,

**holding company** has the meaning given in section 1159 of the Act,

**Interested Director** has the meaning given in Article 9.1,

**Investor** a Shareholder who is neither a Founder nor an Employee Shareholder,

**Issue Price** in respect of any Share, the subscription price paid (or agreed to be paid) in respect of that Share, including any share premium,

**JB** Julie Mary Barnes,

**JB Director** a person appointed as a Director from time to time by JB in writing pursuant to Article 11 3,

**KB** means Kathrin Sophie Burckhardt,

**KB Director** a person appointed as a Director from time to time by KB in writing pursuant to Article 11 1,

**Listing** the admission to trading of any class of equity securities in the Company becoming effective on any recognised investment exchange (as defined in section 285 Financial Services and Markets Act 2000),

**Member of the Same Group** as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company,

**Model Articles** the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,

**Permanent Incapacity** means any sickness, injury or other medical disorder or condition which permanently prevents a Shareholder who is also a director or employee of the Company from carrying out his duties as a director or employee,

**Proposed Sale Price** has the meaning given in Article 16 3(c),

**Proposed Transferee** has the meaning given in Article 16 3(b),

**Sale** the sale and transfer of the issued share capital of the Company,

**Sale Shares** has the meaning given in Article 16 3(a),

**Seller** has the meaning given in Article 16 3,

**Shareholder** a holder for the time being of Shares,

**Shares** any shares in the capital of the Company (or any of them if the context so requires) for the time being (and “Share” shall be construed accordingly),

**Subsidiary** in relation to a company wherever incorporated (a holding company) means “subsidiary” as defined in section 1159 of the Act and any other company which is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company Unless the context requires otherwise, the application of the definition of Subsidiary to any company at any time shall apply to the company as it is at that time,

#### **Termination Date**

- (a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires,
- (b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served,
- (c) where an Employee Shareholder dies, the date of his death,
- (d) where the Employee Shareholder concerned is a director but not an employee, the date on which his service agreement (or other terms of appointment) with the relevant Group Company is terminated, or
- (e) in any other case, the date on which the employment or holding of office is terminated,

**Transmittee** a person entitled to a Share by reason of the death (only) of a Shareholder,

**Transfer Notice** has the meaning given in Article 16 3,

**Transfer Price** has the meaning given in Article 17, and

**Writing or written** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of Article 16 (Pre-emption rights on transfer of Shares), Article 17 (Compulsory Transfer), Article 20 (Tag Along) and Article 21 (Drag Along), “writing” or “written” shall not include the sending or supply of notices, documents or information in electronic form (other than by fax)

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1.4 A reference in these Articles to an “Article” is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1.5 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1.6 Save as expressly provided otherwise in these 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

## **2. ADOPTION OF THE MODEL ARTICLES**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2.2 Articles 8, 9(1), 11(2) and (3), 13, 14, 16, 26(5), 43, 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company

## **DIRECTORS**

### **3. DIRECTORS’ MEETINGS**

- 3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with Article 4
- 3.2 Subject as provided in these Articles, the directors may participate in directors’ meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 3.3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes
- 3.4 The provisions of Article 7 shall apply equally to meetings of any committee of the directors as to meetings of the directors

#### **4. UNANIMOUS DECISIONS OF DIRECTORS**

- 4.1** A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter
- 4.2** Such a decision 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
- 4.3** A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter in accordance with Article 7

#### **5. NUMBER OF DIRECTORS**

Unless otherwise determine by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than two (of whom one must the KB Director and one must be the JB Director)

#### **6. CALLING A DIRECTORS' MEETING**

- 6.1** Any director may call a meeting of directors by giving reasonable notice of the meeting to each director or by authorising the Company secretary (if any) to give such notice
- 6.2** Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree

#### **7. QUORUM FOR DIRECTORS' MEETINGS**

- 7.1** Subject to Article 7 2, the quorum at any meeting of the directors (including adjourned meetings) shall be two directors of whom one must be the KB Director and one must be the JB Director subject that where there is only one director, the quorum shall be one
- 7.2** For the purposes of any meeting (or part of a meeting) held pursuant to Article 9 to authorise a directors' conflict, if there is only one Eligible Director in office other than the conflicted director(s) the quorum for such meeting (or part of a meeting) shall be one Eligible Director

#### **8. NO CASTING VOTE**

Subject to any provisions to the contrary in any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company, if the number of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

#### **9. DIRECTORS' INTERESTS**

- 9.1** The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (the "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**")
- 9.2** Any authorisation under this article will be effective only if
- (a)** to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed



to the directors under the provisions of these Articles or in such other manner as the directors may determine,

- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

**9.3** Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

**9.4** Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict

**9.5** The Directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation

**9.6** A director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

**9.7** Subject to sections 177(5) and 177(6) of the Act, a Director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act

- 9.8 Subject to sections 182(5) and 182(6) of the Act, a Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 9 7
- 9.9 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with Article 9 3, and provided a Director has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
  - (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
  - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
  - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
  - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

## **10. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye

## **11. APPOINTMENT AND REMOVAL OF DIRECTORS BY FOUNDERS**

- 11.1 Subject to article 11 5, in addition to all other rights that KB may have as a Shareholder, KB (and her Transmittes) for so long as she remains a Shareholder shall be entitled by written notice to the Company from time to time to appoint and remove one director (including herself) (the “KB Director”) and appoint another person in their place
- 11.2 If, in accordance with article 11 1, KB removes any person from office or her appointee resigns or otherwise vacates office as a Director, KB shall indemnify the Company against any claim, whether for compensation for loss of office or otherwise which arises out of that that Director ceasing to hold office

- 11.3** Subject to article 11 6, in addition to all other rights that JB may have as a Shareholder, JB (and her Transmittes) for so long as she remains a Shareholder shall be entitled by written notice to the Company from time to time to appoint and remove one director (including herself) (the “JB Director”) and appoint another person in their place
- 11.4** If, in accordance with article 11 3, JB removes any person from office or her appointee resigns or otherwise vacates office as a Director, JB shall indemnify the Company against any claim, whether for compensation for loss of office or otherwise which arises out of that that Director ceasing to hold office
- 11.5** The right of KB to appoint a person other than herself as KB Director shall be subject to the approval by JB (who shall not unreasonably withhold or delay such approval) of the person so nominated
- 11.6** The right of JB to appoint a person other than herself as JB Director shall be subject to the approval by KB (who shall not unreasonably withhold or delay such approval) of the person so nominated

## **12. SECRETARY**

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors

## **SHARES**

### **13. FURTHER ISSUES OF SHARES: AUTHORITY**

- 13.1** Subject to the remaining provisions of this Article 13, the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to

- (a) offer or allot,
- (b) grant rights to subscribe for or to convert any security into, or
- (c) otherwise deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the Directors think proper

- 13.2** The authority referred to in Article 13 1

- (a) shall be limited to a maximum nominal amount of £1,000 00 or such other amount as may from time to time be authorised by the Company by ordinary resolution,
- (b) shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and
- (c) may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the Directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

#### **14. ISSUE OF FURTHER SHARES: PRE-EMPTION**

- 14.1** In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act)
- 14.2** If the Company wishes to issue further Shares, the Shareholders shall procure (so far as is possible in the exercise of their rights and powers) that the Company shall give notice to each Shareholder stating the number of shares to be issued ("**New Shares**") and the price of the shares
- 14.3** The Directors shall offer the New Shares to the Shareholders in accordance with Article 14 4(a), inviting them to apply in writing within the period from the date of the invitation to the date 20 Business Days after the invitation (both dates inclusive) (the "**Invitation Period**") for the maximum number of New Shares they wish to apply for
- 14.4** If
- (a)** at the end of the Invitation Period, the number of New Shares applied for is equal to or exceeds the number of New Shares, the Directors shall allot the New Shares to each Shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares of the class being offered held by all Shareholders (other than the Seller) Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all New Shares being allotted, in which case, the allotment of any such fractional entitlements shall be determined by the Directors) No allotment shall be made to a Shareholder of more than the maximum number of New Shares which he has stated he is willing to buy,
  - (b)** not all Sale Shares are allotted following allocations in accordance with Article 14 4(a), but there are applications for New Shares that have not been satisfied, the Directors shall allot the remaining New Shares to such applicants in accordance with the procedure set out in Articles 14 4(a) The procedure set out in this Article 14 4(b) shall apply on any number of consecutive occasions until either all New Shares have been allotted or all applications for New Shares have been satisfied, and
  - (c)** at the end of the Invitation Period, the total number of New Shares applied for is less than the number of New Shares, the Directors shall allot the New Shares to the Shareholders in accordance with their applications and shall deal with the balance at their discretion
- 14.5** Following the end of the Invitation Period, the Directors shall give notice in writing of the allotment of New Shares and shall issue such New Shares upon receipt of payment in full for the New Shares subscribed for (such payment to be made with 10 Business Days of issue of such notice)
- 14.6** No Shares shall be issued or transferred to a person unless that person has executed a deed agreeing to be bound, is already bound, by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company in such 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)
- 14.7** Any deed of adherence or other document referred to in Article 14 6, shall also be executed by the Company for itself and as attorney for all those persons who are then parties and by

executing this agreement (or as the case may be, the relevant deed of adherence or other document) each of such parties appoints the Company as its attorney for such purpose

## **15. TRANSFERS OF SHARES: GENERAL**

- 15.1** In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal 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
- 15.2** No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. Subject to Article 15.4, the Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent
- 15.3** Any transfer of a Share by way of sale which is required to be made under Article 20 (Tag Along) or Article 21 (Drag Along) shall be deemed to include a warranty that the transferor sells the Share with full title guarantee
- 15.4** The Directors may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed, in favour of the Company agreeing to be bound by the terms of the Shareholders' Agreement (or similar document in force between any of the Shareholders and the Company), in such 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). If any condition is imposed in accordance with this Article 15.4, the transfer may not be registered unless and until that deed has been executed and delivered to the Company's registered office by the transferee
- 15.5** To enable the Directors to determine whether or not there has been a 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 from time to time require any shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a shareholder fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the shareholder stating that the shareholder shall not in relation to all shares held by that shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of shares of that class, or to vote on a written resolution of the shareholders or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction
- 15.6** Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that
- (a)** it does not contain a Minimum Transfer Condition, and
  - (b)** the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice)
- 15.7** Any Transfer Notice (but not an Offer Notice (as defined in Article 20.3) or a Drag Along Notice (as defined in Article 21.2)) served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice

## **16. PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES**

### **16.1 Except**

- (a)** where the provisions of Articles 20 (*Tag Along*) or 21 (*Drag Along*) apply, or
- (b)** in the case of any transfer, mortgage, charge or disposal of Shares that is
  - (i)** in respect of a Founder or an Investor, to the trustees of a Family Trust (or by existing trustees of a Family Trust to new trustees of the same trust), or
  - (ii)** made in connection with an Exit,

any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 16

### **16.2 Each Founder may, with the consent of the other Founder (which consent shall not be unreasonably withheld or delayed), transfer any Shares held by them on such terms and to such persons as they determine**

### **16.3 An Investor or Employee Shareholder who wishes to transfer Shares (a “Seller”) shall, before transferring or agreeing to transfer any Shares, give notice in writing (a “Transfer Notice”) to the Company specifying**

- (a)** the number of Shares he wishes to transfer (“**Sale Shares**”),
- (b)** the name of the proposed transferee (if any) (“**Proposed Transferee**”), and
- (c)** the price per Sale Share (in cash), if any, which he wishes to transfer the Sale Shares (the “**Proposed Sale Price**”)

### **16.4 Except in the case of a Deemed Transfer Notice (which may not be withdrawn), where the Transfer Price of the Sale Shares comprised within a Transfer Notice is to be the Fair Value and such Fair Value is less than the Proposed Sale Price the Seller may, within 10 Business Days of receipt of notification of the Fair Value, withdraw the Transfer Notice. Otherwise, a Transfer Notice may only be withdrawn with consent of the Directors**

### **16.5 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price**

### **16.6 As soon as practicable following the later of**

- (a)** receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served), and
- (b)** the determination of the Transfer Price,

the Directors shall (unless the Transfer Notice is withdrawn in accordance with Article 16 4) offer the Sale Shares for sale in the manner set out in the remaining provisions of this Article 16 at the Transfer Price

### **16.7 The Directors shall offer the Sale Shares to remaining Shareholders (other than the Seller) pro rata to each such Shareholder based on the proportion which their existing holding of Shares bears to the total number of Shares held by all Shareholders (other than the Seller). Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such**

fractional entitlements shall be determined by the Directors) Shareholders shall be invited to confirm in writing within the period from the date of the offer to the date 20 Business Days after the offer (both dates inclusive) (the “Offer Period”) whether they wish to acquire the number of Sale Shares offered to them

**16.8 If**

- (a) at the end of the Offer Period, the number of Sale Shares applied for is equal the number of Sale Shares, the Directors shall allocate the Sale Shares to each Shareholder who has applied for Sale Shares, or
- (b) the aggregate number of Sale Shares applied for is less than the number of Sale Shares, the Directors shall allocate the Sale Shares to the Shareholders in accordance with their applications and the balance (the “First Surplus Shares”) shall be dealt with in accordance with Article 16 9

**16.9** The Founders shall have the right but not the obligation to buy the First Surplus Shares in equal proportions (lots shall be drawn in the event of fractional entitlements) provided that if one Founder declines to purchase their entitlement then neither Founder shall purchase any Surplus Shares Any Sale Shares not taken up by the Founders pursuant to this Article 16 9 (“Final Surplus Shares”) shall be dealt with in accordance with Article 16 13

**16.10** The Directors shall, when no further offers or allocations are required to be made pursuant to Articles 16 7 to 16 9 (inclusive), give notice in writing of the allocations of Sale Shares (an “Allocation Notice”) to the Seller and each Shareholder to whom Sale Shares have been allocated (each an “Applicant”) The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 10 Business Days, but not more than 20 Business Days, after the date of the Allocation Notice)

**16.11** On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice

**16.12** If the Seller fails to comply with Article 16 11

- (a) any Director (or some other person nominated by a resolution of the Directors) may, as agent on behalf of the Seller
  - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
  - (ii) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price), and
  - (iii) (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
- (b) 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 his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence (if any) as the Directors may reasonably require to prove good title to those Shares) to the Company

**16.13** Where the Allocation Notice does not relate to all of the Sale Shares, the Directors shall, in their absolute discretion

- (a) direct that the Seller must retain the Final Surplus Shares, or
- (b) approve the Transfer Notice in respect of the Final Surplus Shares, in which case they shall give written notice to the Seller and the Seller may, at any time during the period of three months following the date of service of such notice, transfer the Final Surplus Shares to the Proposed Transferee at a price at least equal to the Transfer Price

## **17. COMPULSORY TRANSFERS**

**17.1** A person entitled to a Share in consequence of the bankruptcy of a Shareholder (or equivalent procedure in any jurisdiction outside England and Wales) shall be deemed to have given a Transfer Notice in respect of that Share at such time as the Directors may determine at a Transfer Price which is equal to the lower of the Issue Price of such Share and the Fair Value of such Share

**17.2** If an Investor or an Employee Shareholders suffers any of the following

- (a) admission to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or
- (b) a Permanent Incapacity,

they (or any person entitled to a Share in consequence of any such event) shall be deemed to have given a Transfer Notice in respect of his entire holding of Shares (other than those held in a Family Trust) at such time as the Directors may determine, at a Transfer Price which is equal to the Fair Value of such Share(s)

**17.3** If an Investor or Employee Shareholder commits a material breach of this agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified by the Founders in writing to do so, they shall be deemed to have given a Transfer Notice in respect of their entire holding of Shares at a transfer price which is equal to the lower of the nominal value and the Fair Value of such Shares. In respect of any Shares which would, but for the fact that they are held in a Family Trust, be subject to this Article 17.3, the relevant Investor shall procure that the trustees of such Family Trust serve a Transfer Notice in respect of all such Shares

**17.4** If any Shares remain 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 serve a Transfer Notice in respect of all such Shares, or
- (b) to show, to the satisfaction of the Directors, that a transfer will be effected before (or promptly on) the completion of the administration of the estate of the deceased Shareholder

If either Articles 17.4(a) or 17.4(b) is not fulfilled to the satisfaction of the Directors, a Transfer Notice shall be deemed to have been given in respect of such Shares on such date as the Directors determine

**17.5**



- 17.6 If an Employee Shareholder becomes a Departing Employee Shareholder a Transfer Notice shall, unless the Directors (acting with Consent) otherwise determine, be deemed to have been served on the relevant Termination Date in respect of his entire holding of Shares (a **"Compulsory Employee Transfer"**)
- 17.7 Notwithstanding any other provisions of these Articles, the Transfer Price in respect of a Compulsory Employee Transfer shall, where the Departing Employee Shareholder is
- (a) a Bad Leaver, be restricted to a maximum of the lower of the aggregate Issue Price of such Sale Shares and the aggregate Fair Value of such Sale Shares, and
  - (b) a Good Leaver, be the aggregate Fair Value of such Sale Shares
- 17.8 Notwithstanding the provisions of Article 17.7, the Directors may, with Consent, by notice in writing served on the relevant Departing Employee Shareholder, direct that some higher (but not lower) Transfer Price shall apply to any or all Sale Shares which would otherwise be subject Article 17.7
- 17.9 Any Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall automatically be revoked by the service of a Deemed Transfer Notice
- 17.10 Failure to produce a share certificate shall not impede the registration of Shares transferred by way of a Deemed Transfer Notice
- 18. TRANSMISSION OF SHARES ON DEATH**
- 18.1 If title to a Share passes to a Transmitttee by reason of death of a Shareholder, the Company may only recognise the Transmitttee as having any title to that Share
- 18.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require
- (a) may, subject to the Articles, choose either to
    - (i) become the holder of those Shares, or
    - (ii) serve a Transfer Notice in respect of them, and
  - (b) pending any such transfer of the Shares to another person, has the same rights as the holder had
- 18.3 Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death, unless they become the holder of those Shares
- 18.4 Transmitttees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish and upon becoming the holder of those Shares shall, for the purposes of this agreement, be deemed
- (a) in the case of the Transmitttee of a Founder, be deemed to be an Investor, or
  - (b) in the case of the Transmitttee of an Investor, be deemed to be an Investor, or
  - (c) in the case of the Transmitttee of an Employee Shareholder, be deemed to be an Employee Shareholder, or

For the avoidance of doubt, on the death of a Founder, if the Transmittree of such Founder elects, pursuant to this Article 18 4, to become the holder of Shares to which they have become entitled they shall be entitled to appoint a director in accordance with Articles 11 1 or 11 3 (as appropriate) as if they were KB or JB (as appropriate) but they shall not be deemed to be a Founder of the purposes of the giving of Consent under any provision of this agreement

- 18.5 If the Transmittree wishes to have a Share transferred to another person, the Transmittree must serve a Transfer Notice in respect of it
- 18.6 Any Transfer Notice served pursuant to Article 18 5 is to be treated as if it were served by the person from whom the Transmittree has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred
- 18.7 If a notice is given to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice if it was given to the Shareholder before the Transmittree's name has been entered in the register of members

## 19. VALUATION

- 19.1 The "**Transfer Price**" for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be
- (a) the price per Sale Share (in cash) agreed between the Directors (with Consent) (any Director with whom the Seller is connected not voting) and the Seller, or,
  - (b) in default of agreement within 10 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share
- 19.2 The "**Fair Value**" of any Shares to be transferred under this agreement is that proportion of the amount that the Company's accountants consider to be the fair value of the entire issued share capital of the Company that the Seller's shares bear to the entire issued share capital of the Company (with no discount for the size of the Seller's shareholding)
- 19.3 In determining the Fair Value of the entire issued share capital of the Company, the Company's accountants shall rely on the following assumptions
- (a) the sale is between a willing seller and a willing buyer,
  - (b) the shares are sold free of all restrictions, liens, charges and other encumbrances, and
  - (c) the sale is taking place on the date the Company's auditors were requested to determine the Fair Value
- 19.4 If any difficulty arises in applying any of these assumptions or bases then the Company's accountants shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit
- 19.5 The Company's accountants shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error)
- ## 20. TAG ALONG
- 20.1 In the event that a proposed transfer of Shares (other than a transfer of Shares made pursuant to Article 17 (Compulsory Transfer), but after the operation of the pre-emption procedure set

out in Article 16), whether made as one or as a series of transactions (a **“Proposed Transfer”**) would, if completed, result in any person other than an existing Shareholder (the **“Buyer”**), together with any person acting in concert with the Buyer, acquiring a Controlling Interest, the remaining provisions of this Article 20 shall apply

**20.2** The Proposed Transfer shall not be registered by the Company unless the Buyer makes an offer (the **“Offer”**) to each Shareholder on the date of the Offer, to buy all of the Shares held by such Shareholders on the date of the Offer for a consideration in cash per Share (the **“Offer Price”**) which is equal to the highest price per Share offered, paid or to be paid by the Buyer, or any person acting in concert with the Buyer, for any Shares in connection with the Proposed Transfer or any transaction in the 6 calendar months preceding the date of completion of the Proposed Transfer

**20.3** The Offer shall be made by notice in writing (an **“Offer Notice”**) addressed to each Shareholder on the date of the Offer at least 20 Business Days (the **“Offer Period”**) before the date fixed for completion of the Proposed Transfer (the **“Sale Date”**) The Offer Notice shall specify

- (a) the identity of the Buyer (and any person(s) acting in concert with the Buyer),
- (b) the Offer Price and any other terms and conditions of the Offer,
- (c) the Sale Date, and
- (d) the number of Shares which would be held by the Buyer (and persons acting in concert with the Buyer) on completion of the Proposed Transfer

**20.4** The completion of the Proposed Transfer shall be conditional in all respects on

- (a) the making of an Offer in accordance with this Article 20, and
- (b) the completion of the transfer of any Shares by any Shareholder (each an **“Accepting Shareholder”**) who accepts the Offer within the Offer Period,
- (c) and the Directors shall refuse to register any Proposed Transfer made in breach of this Article 20 4

**20.5** The Proposed Transfer is, but the purchase of Shares from Accepting Shareholders pursuant to an Offer made under this Article 20 shall not be, subject to the pre-emption provisions of Article 16

## **21. DRAG ALONG**

**21.1** If the holders of 75% of the Ordinary Shares in issue for the time being (the **“Selling Shareholders”**) wish to transfer all of their interest in Shares (**“Sellers’ Shares”**) to a third party (**“Proposed Buyer”**), the Selling Shareholders shall have the option (**“Drag Along Option”**) to require all the other holders of Shares on the date of the request (**“Called Shareholders”**) to sell and transfer all their interest in Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this Article 21

**21.2** The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (a **“Drag Along Notice”**), at any time before the completion of the transfer of the Sellers’ Shares, to the Proposed Buyer and each Called Shareholder A Drag Along Notice shall specify

- (a) that the Called Shareholders are required to transfer all their Shares ("**Called Shares**") pursuant to this Article 21,
  - (b) the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer),
  - (c) the consideration payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per Share offered by the Proposed Buyer for the Sellers' Shares,
  - (d) the proposed date of completion of transfer of the Called Shares
- 21.3** The Selling Shareholders may withdraw a Drag Along Notice in writing at any time. In addition, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not completed the transfer of all the Sellers' Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 20 Business Days of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 21.4** No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 21.
- 21.5** Completion of the sale of the Called Shares shall take place on the date proposed for completion of the sale of the Seller's Shares or such other date as the Selling Shareholders and the Proposed Buyer agree ("**Completion Date**"),
- 21.6** The proposed sale of the Sellers' Shares by the Selling Shareholders to the Proposed Buyer is subject to the rights of pre-emption set out in Article 16 but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.
- 21.7** Within 15 Business Days of the Proposed Buyer serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. On the Completion Date the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due pursuant to Article 21.2 to the extent the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 21.8** To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (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.
- 21.9** If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such

proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this Article 21

- 21.10** Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares, whether or not pursuant to a Share Option Scheme (a “**New Shareholder**”), a Drag Along Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such Shares acquired by him to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 21 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served on the New Shareholder and the date of completion of the sale of the Called Shares
- 21.11** Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice

## **DECISION MAKING BY SHAREHOLDERS**

### **22. POLL VOTES**

- 22.1** A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 22.2** Article 44(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article

### **23. PROXIES**

- 23.1** Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words “is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate”
- 23.2** Article 45(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid” as a new paragraph at the end of that article

## **ADMINISTRATIVE ARRANGEMENTS**

### **24. MEANS OF COMMUNICATION TO BE USED**

- 24.1** Subject to Article 24.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was,
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,

- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

- 24.2** In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act

## **25. INDEMNITY AND INSURANCE**

- 25.1** Subject to Article 25 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs, and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 25 1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

- 25.2** This Article 25 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

- 25.3** The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

- 25.4** In this Article 25

- (a) a "**relevant officer**" means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and
- (b) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company

## **26. DATA PROTECTION**

- 26.1** Each of the Shareholders and Directors (from time to time) consents to the processing of his personal data by the Company, its Shareholders and Directors (each a "**Recipient**") for the

purposes of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.

**26.2** The personal data that may be processed for such purposes under this Article 26 shall include any information which may have a bearing on the prudence or commercial merits of investing in, or disposing of any Shares (or other investment or security) in, the Company. Save as required by law, court order or any regulatory authority, that personal data shall not be disclosed by a Recipient or any other person, except to

- (a) a Member of the Same Group as the Recipient (each a “**Recipient Group Company**”),
- (b) employees, directors and professional advisers of that Recipient or any Recipient Group Company, and
- (c) funds managed by any of the Recipient Group Companies

**26.3** Each of the Shareholders and Directors consent (from time to time) to the transfer of such personal data to persons acting on behalf of any 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.