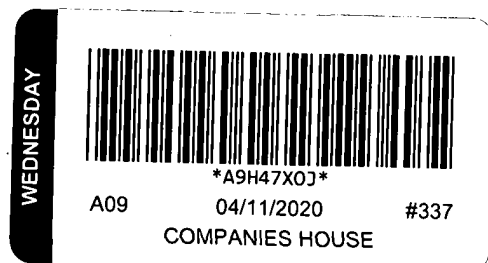


**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**DIPOCKET LIMITED**

**(ADOPTED BY A SPECIAL RESOLUTION PASSED ON OCTOBER 30, 2020)**



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**(adopted by a special resolution passed on October 30, 2020)**

**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;
  - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
  - (d) reference to **issued Shares** of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
  - (e) reference to the **holders** of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.
- 1.4 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having similar effect of the Investor Director under these Articles, if at any time the Investor Director has not been appointed or the Investor Director declares in writing to the Company and the Investor that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, such action or matter shall require consent of the Investor.

**2 Definitions**

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

**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);

**Actions** shall have the meaning given in Article 6.5;

**Additional Return** shall be an amount calculated in accordance with Article 38 which is to be received by the Investor and such amount to be achieved in the same way as the Expected Return (for the avoidance of doubt, the Additional Return includes the Expected Return and, if achieved, replaces it);

**Asset Sale** means the disposal by the Company of all or substantially all of its undertaking and assets (which disposal may include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business);

**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;

**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 a person who ceases to be an Employee as a consequence of:

- (a) such person's resignation as an Employee at any time during the Relevant Period, except in circumstances which constitute a constructive, wrongful and/or unfair dismissal save in the case that unfair dismissal is as a result of a procedural defect; or
- (b) that person's dismissal as an Employee for cause, where **cause** shall mean:
  - (i) the lawful termination of that person's contract of employment or consultancy as a consequence of that person's misconduct or as otherwise permitted pursuant to the terms of that person's contract of employment or consultancy; and/or
  - (ii) that person's fair dismissal pursuant to section 98(2)(a) (capability) or 98(2)(b) (conduct) of the Employment Rights Act 1996;
- (c) the occurrence of a Bankruptcy Event in relation to such person;

**Bankruptcy Event** means, in relation to any person:

- (a) a bankruptcy petition being presented for their bankruptcy; or
- (b) an arrangement or composition with any of their creditors being proposed; or

- (c) the person convening a meeting of his/her creditors, or taking any other steps with a view to making an arrangement or composition in satisfaction of his creditors generally; or
- (d) the person being unable to pay his debts as they fall due within the meaning of section 268 of the Insolvency Act 1986; or
- (e) any encumbrancer taking possession of, or a receiver being appointed over or in relation to, all or any material part of the person's assets; or
- (f) the happening in relation to the person of any event analogous to any of the above in any jurisdiction in which he/she is resident, carries on business or has assets;

**Board** means the board of Directors and any committee of the board of Directors 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);

**Business Plan** means the business plan of the Company from time to time;

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

**Company** means DiPocket Limited (Company No. 9403742);

**Company's Lien** has the meaning given in Article 33.1;

**Conditions** has the meaning given in Article 9.1;

**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;

**Conversion Date** has the meanings given in Article 9.1;

**CTA 2010** means the Corporation Tax Act 2010;

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

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

**Directors' Duties** means any of the duties of the Directors as set out in the Act and any other legislation of England and Wales pursuant to which the Directors owe duties to the Company;

**Drag Along Notice** means either a Pre-2028 Drag Along notice or a Post-2028 Drag Along Notice (as the context requires);

**Drag Consideration** means either the Pre-2028 Drag Consideration or the Post-2028 Drag Consideration (as the context requires);

**EBITDA** means earnings before interest, taxes, depreciation, and amortization;

**Effective Termination Date** means the date on which the Founder gives or is given notice to terminate his employment or consultancy, or if no notice is given the date of such termination;

**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;

**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 Securities** has the meaning given in sections 560(1) to (3) inclusive of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

**EU EMI Licence** means an authorised electronic money institution licence for unrestricted activity in the European Union issued by the relevant authority of the relevant Member State of the European Union other than the United Kingdom;

**EU Subsidiary** means a Subsidiary of the Company incorporated or being incorporated in a Member State of the European Union other than the United Kingdom, for the purposes of holding the EU EMI Licence;

**Exit** means a Share Sale, or Asset Sale;

**Expected Return** shall be an amount calculated in accordance with Article 38 which is to be received by the Investor, such amount to be achieved by:

- (a) the receipt of any dividends payable to the Investor in accordance with Article 4;
- (b) the receipt of any proceeds on a distribution of assets on a liquidation or a return of capital payable to the Investor in accordance with Article 5;
- (c) the receipt of any principal amount of, or interest on, any loan that the Investor has provided to the Company;
- (d) the receipt of any Proceeds of Sale in accordance with Article 6; and
- (e) the receipt of any Proceeds of Sale as agreed between any Founder and the Investor in respect of any such Founder selling Shares held by him (with Investor Consent) prior to an Exit.

The Investor will provide confirmation to the Company once the full amount of the Expected Return has been received.

**Expert Valuer** is as determined in accordance with Article 15.2;

**Fair Value** is as determined in accordance with Article 15;

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

**Financial Institution** means any financial person authorised by or registered with the Financial Services Authority or the Financial Conduct Authority or the Prudential Regulation Authority (as the case may be) (or a financial person registered with the equivalent body or authority in the country of the relevant financial person's principal place of business);

**Financial Year** has the meaning set out in section 390 of the Act;

**First Put Option** has the meaning given in Article 17.4;

**Founders** means each of Fedele Di Maggio and Pavlo Pokhylchenko and any other Shareholder of the Company who becomes a Founder under the terms of the Shareholders' Agreement;

**Founder Shares** in relation to a Founder means all Ordinary Shares held by:

- (a) the Founder in question; and
- (b) any Permitted Transferee of that Founder other than those Ordinary Shares held by those persons that an Investor declares itself satisfied were not acquired directly or indirectly from the Founder or by reason of that person's relationship with the Founder;

**Good Leaver** means a person who ceases to be an Employee and who is not a Bad Leaver and shall include, without limitation, when the Board (including Investor Director Consent) determines that a person is not a Bad 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 (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company;

**Investor** means Tomahawk Holding Zártkörűen Működő Részvénytársaság (company reg. no.: 01-10-140509) and their Permitted Transferees;



**Investor Consent** means the prior written consent of the Investor;

**Investor Director** has the meaning given in Article 25.1(c);

**Investor Director Consent** means the prior written consent of the Investor Director;

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

**Lien Enforcement Notice** has the meaning given in Article 33.3;

**Material Breach** means:

- (a) the intentional or negligent breach by the Founders of any of their Directors' Duties in respect of the Company;
- (b) the failure of any of the Founders to comply with the relevant provisions of the Payment Services Regulations 2017 and the Electronic Money Regulations 2011;
- (c) a breach of any of the material provisions of these Articles, the Shareholders' Agreement and/or the Subscription Agreement by the Company or the Founders (or any of them) (including but not limited to a breach of the warranties and indemnities and failure to pay the compensation/damages due under any of these agreements), provided that the Investor shall, in its sole discretion, but acting reasonably determine: (i) what provision is material (technical and administrative breaches shall not be deemed as such, unless breached in a material way); and (ii) a reasonable remedy period for the specific breach, which may be available to the Company or the Founders (as applicable) to remedy the breach; and
- (d) the entering into contracts between the Company and any of the Founders (other than service agreements or employment contracts) without the prior approval of the Investor and the Board;

**Material Financial Failure** means a more than 50% drop in the revenues of the Company or its Subsidiary in any 6-month period, unless such revenue drop is attributable to natural disasters, riots, acts of terrorism, general strikes or similar events falling outside the sphere of interest of either Party and materially adversely impacting the entire economy or sector(s) in which the Company is active (but, for the avoidance of doubt, specifically excludes the impact of COVID-19 or other pandemics);

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

**New Securities** means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 11.9) excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption;

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

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

**Ordinary Shareholders** means the holders from time to time of the Ordinary Shares (but excludes the Company holding Treasury Shares);

**Ordinary Shares** means the ordinary shares of EUR 0.10 each in the capital of the Company from time to time;

**Original Shareholder** has the meaning set out in Article 13.2;

**Permitted Transfer** means a transfer of Shares in accordance with Article 13;

**Permitted Transferee** means:

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies;
- (b) 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; and
- (c) in relation to the Investor:
  - (i) to any Member of the same Group;
  - (ii) to any Financial Institution or Institutional Investor;
  - (iii) or to any nominee of the Investor;

**Pre-2028 Expected Return** means an amount equal to the Expected Return less any amount which has been received by the Investor towards the Expected Return pursuant to paragraphs (a) – (e) of the definition of Expected Return;

**Priority Rights** means the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 14.6;

**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 and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by the Investor;

**Proposed Drag Sale** means a proposed transfer of Shares by the Selling Shareholders and the Called Shareholders to a Drag Purchaser in accordance with Article 19;

**Proposed Exit** has the meaning given in Article 6.5;

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

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

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

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

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

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

**Put Options** means the First Put Option and the Second Put Option;

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

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

**Relevant Period** means 24 (twenty four) months from the Date of Adoption;

**Relevant Interest** has the meaning set out in Article 28.4;

**Restricted Shares** has the meaning set out in Article 17.2(b);

**Sale Agreement** means either the Pre-2028 Sale Agreement or the Post-2028 Sale Agreement (as the context requires);

**Sale Shares** has the meaning set out in Article 14.2(a);

**Second Put Option** has the meaning given in Article 17.5;

**Seller** has the meaning set out in Article 14.2;

**Series A Shareholders** means the holders of the Series A Shares (but excludes the Company holding Treasury Shares);

**Series A Shares** means the series A shares of EUR 0.10 each in the capital of the Company from time to time;

**Serious Ill Health** means an illness or disability certified by a general medical practitioner (nominated or approved by the Investor Director) as rendering the departing person permanently incapable of carrying out his role as an Employee and/or Director save where such incapacity has arisen as a result of the abuse of drugs or alcohol;

**Shareholder** means any holder of any Shares (but excludes the Company holding Treasury Shares);

**Shareholders' Agreement** means the shareholders' agreement in relation to the Company dated on or around the Date of Adoption between, amongst others, the Company, the Founders and the Investor;

**Shares** means the Ordinary Shares and the Series A 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;

**Subscription Agreement** means the subscription agreement in relation to the subscription of Shares by the Investor dated on or around the Date of Adoption between, amongst others, the Company, the Founders and the Investor;

**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 14.2;

**Transfer Price** shall have the meaning given in Article 14.2;

**Treasury Shares** means shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;

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

**Unvested** means those Founder Shares which may be required to be transferred under Article 17.

### **3 Share capital**

- 3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 Except as otherwise provided in these Articles, the Series A Shares and the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 3.3 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from article 22(2) of the Model Articles.
- 3.4 Subject to Investor Consent and the Act, 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".
- 3.7 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:

- (a) receive notice of or to attend or vote at any general meeting of the Company;
  - (b) receive or vote on any proposed written resolution; and
  - (c) receive a dividend or other distribution save as otherwise permitted by section 726(4) of the Act.
- 3.8 The Company shall be entitled to retain any share certificate(s) relating to Founder Shares while any such Shares remain Unvested.
- 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, with Investor Consent, to distribute in respect of any Financial Year will be distributed in the following order of priority:
  - (a) firstly, subject to Article 4.9, to the Series A Shareholders pro rata in proportion to their respective holdings of Series A Shares until the Investor has received an amount equal to the Expected Return; and
  - (b) secondly, any amounts remaining to all of the Shareholders pro rata to their respective holdings of Shares as if the Shares constituted one class of shares.
- 4.3 Subject to the Act and these Articles, the Board may, provided Investor Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 4.4 Every dividend shall accrue on a daily basis assuming a 365-day year. All dividends are expressed net and shall be paid in cash.
- 4.5 If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 4.6 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.
- 4.7 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 by the holder 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 and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide). The Company shall notify the distribution recipient in writing of:

- (i) the fact and sum of any such deduction;
- (ii) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
- (iii) how the money deducted has been applied.

4.8 Article 31(1) of the Model Articles shall be amended by:

- (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing"; and
- (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".

4.9 Any Series A Shareholder may, at its absolute discretion, waive its right to receive any Available Profits in priority to the remaining Shareholders in accordance with Article 4.2(a).

## 5 Liquidation

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 shall be applied (to the extent that the Company is lawfully permitted to do so) to the Shareholders pro rata in proportion to their respective holdings of Shares (as if the Shares constituted one and the same class).

## 6 Exit provisions

6.1 Save for the cases contemplated in Article 6.7, in a Share Sale the Proceeds of Sale shall be distributed in the following order of priority:

- (a) firstly, to the Series A Shareholders pro rata in proportion to their respective holdings of Series A Shares, until the Investor has received an amount equal to the Expected Return; and
- (b) secondly, the balance of the Proceeds of Sale (if any) to the Shareholders pro rata in proportion to their respective holdings of Shares (as if the Shares constituted one and the same class),

(the **Priority Order**).

6.2 The Directors shall not register any transfer of Shares if the Proceeds of Sale are not distributed in the Priority Order save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:

- (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 Priority Order; and

- (b) the Shareholders shall take any action required by the Investor to ensure that the Proceeds of Sale in their entirety are distributed in the Priority Order.
- 6.3 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 Priority Order.
- 6.4 Save for the cases contemplated in Article 6.7, on an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the Priority Order 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 Investor (including, but without prejudice to the generality of this Article 6.4, actions that may be necessary to put the Company into voluntary liquidation) so that the Priority Order applies.
- 6.5 In the event of an Exit approved by the Board (with Investor Consent) and in accordance with the terms of these Articles (the **Proposed Exit**), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit (**Actions**). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Actions as are necessary to effect the Proposed Exit and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders.
- 6.6 The Investor shall have sole conduct of any Proposed Exit and in particular (but without limitation to the generality of the foregoing), the Investor (or such person(s) appointed by the Investor) shall:
  - (a) control and manage the establishment, population and maintenance of a data room;
  - (b) co-ordinate the responses to questions from the proposed purchaser; and
  - (c) instruct professional advisers in relation to the Proposed Exit.
- 6.7 In the event of an Exit, if, as a result of the distribution of the Proceeds of Sale, the Investor received an amount
  - (a) by which the Expected Return is achieved, but the Additional Return is not (taking into account the amounts already received by the Investor in accordance with the definition of the Expected Return), the distribution of the Proceeds of Sale shall be made in the following order of priority:
    - (i) firstly, to the Series A Shareholders pro rata in proportion to their respective holdings of Series A Shares, until the Investor has received an amount equal to the Expected Return;
    - (ii) secondly, the balance of the Proceeds of Sale (if any) to the Shareholders pro rata in proportion to their respective holdings of Shares (as if the Shares constituted one and the same class), but the holding of Shares for the purposes of this paragraph (a)(ii) shall be calculated as if Fedele Di Maggio

(provided that he is a Founder and Shareholder, and he is not a Bad Leaver, and he is not in a Material Breach, whether past or continuing) has exercised the first call option granted to him by the Investor pursuant to the Shareholders' Agreement (First Call Option), less the consideration due for the Shares over which the First Call Option can be exercised in accordance with the Shareholders' Agreement;

(b) by which both the Expected Return and the Additional Return is achieved (taking into account the amounts already received by the Investor in accordance with the definitions of the Expected Return and the Additional Return), the distribution of the Proceeds of Sale shall be made in the following order of priority:

(i) firstly, to the Series A Shareholders pro rata in proportion to their respective holdings of Series A Shares, until the Investor has received an amount equal to the Expected Return;

(ii) secondly, the balance of the Proceeds of Sale (if any) to the Shareholders pro rata in proportion to their respective holdings of Shares (as if the Shares constituted one and the same class), but the holding of Shares for the purposes of this paragraph (b)(ii) shall be calculated as follows: (x) for the Proceeds of Sale up to the amount of the Additional Return as if Fedele Di Maggio (provided that he is a Founder and Shareholder, and he is not a Bad Leaver, and he is not in a Material Breach, whether past or continuing) had exercised the First Call Option granted to him by the Investor pursuant to the Shareholders' Agreement, and (y) for the Proceeds of Sale (if any) over the amount of the Additional Return as if Fedele Di Maggio (provided that he is a Founder and Shareholder, and he is not a Bad Leaver, and he is not in a Material Breach) had exercised his second call option agreed by the Investor and him in the Shareholders Agreement, in each case less the consideration due for the Shares over which the First Call Option and second call option can be exercised in accordance with the Shareholders' Agreement

6.8 Article 6.7 shall not apply to the extent that, at the time of the Exit, Fedele Di Maggio has already exercised either the First Call Option, the second call option or both. Any deemed increase of the amount due to him pursuant to article 6.7 shall be reduced accordingly.

## **7 Votes in general meeting and written resolutions**

7.1 The Series A Shares shall confer on the holder of Series A 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. Save, as provided otherwise in the Act, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to 3 (three) votes for each Series A Share held by him.

7.2 The Ordinary Shares shall confer on each holder of Ordinary 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. Save, as provided otherwise in the Act, such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each Ordinary Share held by him.



- 7.3 No voting rights attached to a share which is nil paid or partly 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 of the amounts payable to the Company in respect of that share have been paid.

## **8 Consolidation of Shares**

- 8.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may with Investor Consent, 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.
- 8.2 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.

## **9 Conversion of Series A Shares**

- 9.1 In the event that any Series A Shares are transferred from the Investor to any other Shareholder (not being a Permitted Transferee of the Investor), such Series A Shares shall convert automatically into Ordinary Shares on the date of such transfer (the **Conversion Date**).
- 9.2 On the Conversion Date, the relevant Series A Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each Series A Share held, and the Ordinary Shares resulting from that conversion shall in all other respects rank *pari passu* with the existing issued Ordinary Shares.

## **10 Variation of rights**

- 10.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75% in nominal value of the issued shares of that class save that the special rights attaching to the Series A Shares may only be varied or abrogated with Investor Consent.
- 10.2 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 the already existing classes of shares, but shall require the consent of the holders of the existing shares as set out herein.

**11 Allotment of new shares or other securities: pre-emption**

11.1 Subject to the remaining provisions of this Article 11, 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) allot Shares; or
- (b) grant rights to subscribe for or convert any securities into Shares,

to any persons, at any times and subject to any terms and conditions as the Directors think proper (subject to Investor Consent), provided that:

- (i) this authority shall be limited to a maximum nominal amount equalling the aggregate of 15% of the issued share capital of the Company at the date of adoption of these Articles;
- (ii) this authority shall only apply insofar as the Company has not by resolution waived or revoked it;
- (iii) this authority may only be exercised for a period of five years commencing upon the Date of Adoption, save that the Directors may make an offer or agreement which would or might require Shares to be allotted or rights granted to subscribe for or convert any security into Shares after the expiry of such authority (and the Directors may allot Shares or grant such rights in pursuance of an offer or agreement as if such authority had not expired).

This authority is in substitution for all subsisting authorities.

11.2 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.

11.3 Unless otherwise agreed by special resolution, 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 the Series A Shareholders (the **Subscribers**) 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 Series A Shares held by those holders (as nearly as may be without involving fractions). The offer:

- (a) shall be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the **Subscription Period**) and give details of the number and subscription price of the New Securities; and
- (b) may stipulate that any Subscriber 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 for which they wish to subscribe.

11.4 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of Series A Shares held by such Subscribers which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him).

- 11.5 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered, subject to Article 11.6, to any other person as the Directors may determine at the same price and on the same terms as the offer to the Subscribers.
- 11.6 If after the allotments have been made pursuant to Articles 11.3 to 11.5 (inclusive) all of the New Securities have not been allotted the Board shall offer the unallotted New Securities to the Ordinary Shareholders pro rata to their holding of Ordinary Shares inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) for the maximum number of New Securities for which they wish to subscribe and that offer shall be made mutatis mutandis the provisions in Articles 11.3 to 11.5 (inclusive).
- 11.7 The provisions in Articles 11.3 to 11.6 shall not apply to any issue of Ordinary Shares up to a maximum nominal amount equalling the aggregate of 15% of the issued share capital of the Company at the date of adoption of these Articles in such amounts as approved by the Board with Investor Consent.
- 11.8 Subject to the requirements of Articles 11.3 to 11.6 (inclusive) 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, provided that the allotment or grant to that person must be approved in writing by the Investor.
- 11.9 The provisions of Articles 11.3 to 11.8 (inclusive) shall not apply to:
- (a) New Securities issued or granted in order for the Company to comply with its obligations under these Articles;
  - (b) New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by the Investor;
  - (c) New Securities, to the issuance of which the Investor and the Founders have pre-agreed to in the Shareholders' Agreement which should be issued without complying with the procedure set out in this Article 11;
  - (d) New Securities issued as a result of a bonus issue of shares which has been approved in writing by the Investor; and
  - (e) Shares or options for Shares issued or granted to the Investor in accordance with the terms of the Subscription Agreement.
- 11.10 No Shares shall be allotted (nor any Treasury Shares be transferred) 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 if so required by the Company.
- 11.11 No Series A Shares shall be allotted to any person other than the Investor without the prior written consent of the Investor.

## **12 Transfers of Shares - general**

- 12.1 In Articles 12 to 19 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 12.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 12.3 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.
- 12.4 Any transfer of a Share by way of sale which is required to be made under Articles 14 to 19 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 12.5 Unless express provision is made in these Articles to the contrary, no Ordinary Shares shall be transferred without Investor Consent.
- 12.6 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 into 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 (or an indemnity for lost certificate in a form acceptable to the Board) 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;
  - (g) the transfer is in favour of more than four transferees; or
  - (h) these Articles otherwise provide that such transfer shall not be registered.

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.

- 12.7 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 12.7 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 12.8 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, with Investor Consent, 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 or the Investor Director 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 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, at the election of the Investor, such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of the Investor; or
  - (b) the withholding of payment of all dividends or other distributions otherwise attaching to the relevant shares or to any further shares issued in respect of those shares; and
  - (c) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

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

- 12.9 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.
- 12.10 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:

- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (including Investor Consent) (any director who is a Seller or 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 14.2(d));
  - (c) the Seller wishes to transfer all of the Shares held by it; and
  - (d) in relation to a deemed Transfer Notice given under article 16.1, the Investor is named as the transferee.
- 12.11 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.
- 13 Permitted Transfers**
- 13.1 The Investor may transfer all or any of its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 13.2 Subject to Investor Consent, a Shareholder (who is not the Investor) (the **Original Shareholder**) may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 13.3 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.
- 13.4 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.
- 13.5 Trustees may (subject to Investor Consent):
- (a) transfer Shares to a Qualifying Company; or
  - (b) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder; or
  - (c) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.

- 13.6 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.
- 13.7 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder subject to Investor Consent) (and 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.
- 13.8 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 subject to Investor Consent) for such consideration as may be agreed between them; or
  - (b) give a Transfer Notice to the Company in accordance with Article 14.2,
- failing which he shall be deemed to have given a Transfer Notice.
- 13.9 On the death (subject to Article 13.3) of, occurrence of a Bankruptcy Event, 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 (subject to Investor Consent). 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.
- 13.10 A transfer of any Shares approved by the Investor may be made without restriction as to price or otherwise, and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.

13.11 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, including Investor Director Consent.

13.12 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Investor Consent.

#### **14 Transfers of Shares subject to pre-emption rights**

14.1 Save where the provisions of Articles 13, 16, 17.4, 17.5, 18 or 19 apply and save where Investor Consent is provided to disapply any pre-emption rights, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 14.

14.2 A Shareholder who wishes to transfer Shares (a **Seller**) shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a **Transfer Notice**) to the Company, within 5 (five) Business Days of receipt of an offer or indicative bid or following the occurrence of any event which induces the Seller to transfer any Shares, specifying:

- (a) the number of 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 at which he wishes to transfer the Sale Shares; 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**).

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the **Transfer Price**) must be agreed by the Board (including Investor Consent). In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (including Investor Consent). In both cases, if no price is agreed between the parties within 5 (five) Business Days of the Company receiving the Transfer Notice the Investor (acting reasonably) can either determine the Transfer Price based on the information provided to it by the Seller and the Board or direct the Board to inform the Seller that he has not complied with the provisions of this Article 14.2. For the avoidance of doubt, the provisions of Article 15 shall not apply to the transfer of any Shares pursuant to this Article 14.2.

14.3 Except with Investor Consent or as otherwise specified in these Articles, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

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

14.5 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 agreed, the determination of the Transfer Price under Article 15,



the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Articles 14.6 and 14.7. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

**14.6 Priority for offer of Sale Shares:**

- (a) If the Sale Shares are contemplated to be transferred by the Investor, the Sale Shares shall be offered in the following priority:

- (i) first, to the Founders,
- (ii) second, to the Company,
- (iii) third, to the Ordinary Shareholders

in each case on the basis set out in Article 14.7.

- (b) If the Sale Shares are contemplated to be transferred by any Shareholder other than the Investor, the Sale Shares shall be offered in the following priority:

- (i) first, to the Series A Shareholders,
- (ii) second, to the Company,
- (iii) third to the Founders,
- (iv) fourth, to the Ordinary Shareholders

in each case on the basis set out in Article 14.7.

**14.7 Transfers: Offer**

- (a) The Board shall offer the Sale Shares pursuant to the Priority Rights to all Shareholders specified in the offer 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 45 (forty-five) calendar days after the offer (inclusive) (the **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 Article 14.7 will be conditional on the fulfilment of the Minimum Transfer Condition.
- (c) If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of the relevant class(es) of Shares bears to the total number of the relevant class(es) of Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

- (d) If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 14.8(e).

#### **14.8 Completion of transfer of Sale Shares**

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 14.7 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; or
- (ii) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 14.7 and once the requirements of Article 18 have been fulfilled to the extent required, 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 14.8(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) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).

- (e) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 14.8(f), the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.
- (f) The right of the Seller to transfer Shares under Article 14.8(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 (with Investor Director Consent) determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;
  - (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.

14.9 Any Sale Shares offered under this Article 14 to the Investor may be accepted in full or part only by a Member of the same Group as that Investor in accordance with the terms of this Article 14.

## 15 Valuation of Shares

15.1 If no Transfer Price can be agreed between the Seller and the Board (including Investor Consent) in accordance with the provisions of Article 12.10 or otherwise then, on the date of failing agreement, the Board shall either:

- (a) appoint an expert valuer in accordance with Article 15.2 (the **Expert Valuer**) to certify the Fair Value of the Sale Shares; or
- (b) (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.

15.2 The Expert Valuer will be either:

- (a) the Auditors; or
- (b) (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company.

15.3 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 (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares; and
  - (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 15.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 15.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 15.6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 15.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 15.8 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 15.9 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 Price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,
- in which case the Seller shall bear the cost.
- 16 Compulsory transfers – general**
- 16.1 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.
- 16.2 Subject to the provisions of Article 17.1, if a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the 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 16.2 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.

- 16.3 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 (other than as part of a bona fide restructuring or reorganisation), 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.
- 16.4 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 16.4 shall not apply to the Investor.

## **17 Departing Founders and Put Options**

### **17.1 Subject to Article 17.4, if a Founder:**

- (a) ceases to be an Employee; or
- (b) commits a Material Breach; or
- (c) ceases to be an Employee as a result of death or Serious Ill Health,

the relevant Founder shall be deemed to have given a Transfer Notice in respect of all the Founder Shares held by him, in relation to articles 17.1(a) and 17.3(c) above, on the Effective Termination Date and, in relation to article 17(b) above, on the date of the Material Breach or on the first date of the Material Breach if the Material Breach is continuing. In such circumstances the Transfer Price shall be as follows:

- (a) where the relevant Founder ceases to be an Employee by reason of being a Bad Leaver or commits a Material Breach, the nominal value of the Founder Shares;
- (b) where the relevant Founder ceases to be an Employee by reason of being a Good Leaver or is a leaver as a result of death or Serious Ill Health, the Fair Value.

For the purposes of this Article, Fair Value shall be as agreed between the Board (including Investor Director Consent) and the relevant Founder, or failing agreement within five Business Days of seeking to agree such price, shall be as determined in accordance with Article 15.

17.2 *Suspension of voting rights*

- (a) All voting rights attached to Founder Shares held by a Founder or by any Permitted Transferee of that Founder (the **Restricted Member**), if any, shall from the Effective Termination Date be suspended unless the Board and the Investor notify him otherwise.
- (b) Any Founder Shares whose voting rights are suspended pursuant to Article 17.2(a) (**Restricted Shares**) shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

17.3 Upon a Transfer Notice being deemed to have been given pursuant to Article 17.1, the provisions of Article 14 shall apply mutatis mutandis to the transfer of the Shares which are the subject of such Transfer Notice but the Transfer Price shall be the price as determined in accordance with Article 17.1

17.4 In the event that any Founder:

- (a) ceases to be an Employee by reason of being a Bad Leaver; or
- (b) commits a Material Breach,

the Investor at its sole discretion can exercise its put option granted pursuant to the Shareholders' Agreement to require the Founders to purchase the Investor's Shares at the higher of the Fair Value or 150% of the Expected Return (**First Put Option**). The pre-emption rights contained in Article 14 shall not apply to any transfer pursuant to this Article 17.4.

17.5 If:

- (a) the Investor (acting reasonably) determines that the EU Subsidiary cannot reasonably obtain the EU EMI Licence by 31 March 2021; or
- (b) following the notification of the Investor's and/or the Company's contemplated direct or indirect investment in the EU Subsidiary, the respective authority of the EU Member State where the EU Subsidiary is incorporated (including but not limited to any ministry, office, governmental or quasi-governmental agency or commission) disapproves, rejects or prohibits such investment and/or imposes mandatory restrictions that are not acceptable to the Investor (as determined by the Investor in its absolute and sole discretion); or
- (c) the EU EMI Licence is not obtained and not passported into all relevant European Economic Area countries by the EU Subsidiary by 31 March 2021;
- (d) Material Financial Failure occurs; or
- (e) if any Founder commits a Material Breach (to the extent the First Put Option is not exercised by the Investor at its sole discretion),

the Investor at its sole discretion can exercise its put option granted pursuant to the Shareholder's Agreement to require the Company to purchase the Investor's shares (**Second Put Option**), subject to the Company being in a position to be able to lawfully purchase its own shares. The pre-emption rights contained in Article 14 shall not apply to any transfer pursuant to this Article 17.5.

**18 Tag-Along**

18.1 Except in the case of Permitted Transfers and transfers pursuant to Articles 16, 17, 18.9 or 19, after going through the pre-emption procedure in Article 14 (to the extent required), the provisions of Article 18.2 will apply if one or more Proposed Sellers propose to transfer any Shares (the **Proposed Transfer**) to a Proposed Purchaser.

18.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the **Offer**) to the other Shareholders to acquire all of the Shares held by them for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 18.7).

18.3 The Offer must be given by written notice (a **Proposed Sale Notice**) at least 10 Business Days (the **Offer Period**) prior to the proposed sale date (**Proposed Sale Date**). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the **Proposed Sale Shares**).

18.4 If any other holder of Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.

18.5 If the Offer is accepted by any Shareholder (an **Accepting Shareholder**) within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.

18.6 The Proposed Transfer is subject to the pre-emption provisions of Article 14 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 14.

18.7 For the purpose of this Article:

(a) 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:

(i) in the Proposed Transfer; or

(ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum, as defined in Article 18.7(b), of any other consideration (in cash or otherwise) paid or payable by 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**) provided that the total consideration paid by the Proposed Purchaser

in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Article 6;

(b) **Relevant Sum** =  $C \div A$

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

C = the Supplemental Consideration.

18.8 The provisions of this Article 18 will only apply to an Offer (pursuant to a Proposed Transfer) made before 31 December 2027 after which time the provisions of this Article 18 will be deemed to be removed from these Articles.

18.9 The provisions of this Article 18 will not apply to any Proposed Transfer by the Investor.

## 19 Drag-along

19.1 If the holder(s) of the Series A Shares (excluding any Unvested Shares and any Treasury Shares) (the **Selling Shareholders**) wish to transfer all of their interest(s) in Shares (the **Sellers' Shares**) to a Proposed Purchaser, the Selling Shareholders shall have the option (the **Drag Along Option**) to compel each other holder of Shares (each a **Called Shareholder** and together the **Called Shareholders**) to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the **Drag Purchaser**) in accordance with the provisions of this Article.

19.2 From 1 January 2025 until 31 December 2027, the Selling Shareholders may, if the purchase price for the Sellers' Shares equals or exceeds the Pre-2028 Expected Return, exercise the Drag Along Option by giving a written notice to that effect (a **Pre-2028 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 Drag Purchaser. A Drag Along Notice shall specify that:

- (a) the Called Shareholders are required to transfer all their Shares (the **Called Shares**) under this Article;
- (b) the person to whom they are to be transferred;
- (c) the price at which the Called Shares are to be transferred (which shall be an equal price per Share as the price payable for each of the Sellers' Shares but subject to the aggregate Proceeds of Sale being distributed in accordance with Article 6 provided that if the aggregate proceeds of such distribution to which each Called Shareholder is entitled is less than EUR 1, then each Called Shareholder will receive EUR 1 (the **Pre-2028 Drag Consideration**). Such price may be satisfied in cash, securities or otherwise in any combination thereof and the manner of satisfaction shall be stated in the Pre-2028 Drag Along Notice and need not be in the same combination as between the Called Shares and the Sellers' Shares;
- (d) the proposed date of transfer, and
- (e) the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the **Pre-2028 Sale Agreement**),



(and, in the case of paragraphs (b) to (d) above, whether actually specified or to be determined in accordance with a mechanism described in the Pre-2028 Drag Along Notice).

19.3 From 1 January 2028, the Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a **Post-2028 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 Drag Purchaser. A Drag Along Notice shall specify that:

- (a) the Called Shareholders are required to transfer all their Shares (the **Called Shares**) under this Article;
- (b) the person to whom they are to be transferred;
- (c) the price at which the Called Shares are to be transferred (which shall be an equal price per Share as the price payable for each of the Sellers' Shares but subject to the aggregate Proceeds of Sale being distributed in accordance with Article 6 provided that if the aggregate proceeds of such distribution to which each Called Shareholder is entitled is less than EUR 1, then each Called Shareholder will receive EUR 1 (the **Post-2028 Drag Consideration**). Such price may be satisfied in cash, securities or otherwise in any combination thereof and the manner of satisfaction shall be stated in the Post-2028 Drag Along Notice and need not be in the same combination as between the Called Shares and the Sellers' Shares;
- (d) the proposed date of transfer, and
- (e) the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the **Post-2028 Sale Agreement**),

(and, in the case of paragraphs (b) to (d) above, whether actually specified or to be determined in accordance with a mechanism described in the Post-2028 Drag Along Notice).

19.4 Drag Along Notices will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser within 30 (thirty) 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.

19.5 In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document (as defined in Article 19.7 below), no Called Shareholder shall be bound by the Drag-Along Notice unless:

- (a) any representations and/or warranties to be made by such Called Shareholder in connection therewith are limited to representations and/or warranties that:
  - (i) such Called Shareholder holds all rights, title and interest in and to the Called Shares such Called Shareholder purports to hold, free and clear of all liens and Encumbrances and shall sell the same with full title guarantee;
  - (ii) the obligations/undertakings of the Called Shareholder in connection with the Proposed Drag Sale have been duly authorised (either by the Called Shareholder or pursuant to Article 19.10), if applicable;

- (iii) the documents to be entered by such Called Shareholder have been duly executed by such Called Shareholder (or pursuant to Article 19.10) and delivered to the acquirer and are enforceable against the Called Shareholder in accordance with their respective terms; and
  - (iv) neither the execution and delivery of documents to be entered into in connection with the Proposed Drag Sale, nor the performance of the Called Shareholder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law, or judgment, order or decree of any court or governmental agency;
- (b) such Called Shareholder shall not be liable for the inaccuracy of any representation or warranty made by any other person, other than the Company (except to the extent that funds may be paid out of an escrow or holdback established to cover breach of representations, warranties and covenants of the persons giving such representations, warranties and covenants under the Sale Agreement);
- (c) the liability of such Called Shareholder is several and not joint with any other person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders), and is pro rata in proportion to, and does not exceed, the amount of consideration received by such Called Shareholder in connection with such proposed transaction (except with respect to claims related to fraud, the liability for which need not be limited as to such individual Shareholder), taking into consideration the distributions waterfall or other liquidation preferences in these Articles or otherwise that exist with respect to any Shares (a **Distribution Preference**);
- (d) liability is limited to such Called Shareholder's applicable share (determined based on the respective proceeds payable to each Shareholder in connection with such proposed transaction) of a negotiated aggregate indemnification amount that applies equally to all Shareholders but that in no event exceeds the amount of consideration otherwise received by such Called Shareholder in connection with such proposed transaction, except with respect to claims related to fraud by such Called Shareholder, the liability for which need not be limited as to such Called Shareholder; and
- (e) upon the consummation of the proposed transaction, each holder of each class of the Shares will receive the same form of consideration for its shares of such class as is received by other holders in respect of their Shares of such same class of Shares (taking into consideration any Distribution Preference), provided, however, that, notwithstanding the foregoing, if the consideration to be paid in exchange for any Shares on a Proposed Drag Sale includes any securities, due receipt thereof by any Shareholder who is a "U.S. Person" (as defined in the Securities Act 1933) would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to accredited investors, as defined in Regulation D promulgated under the United Securities Act of 1933, the Company may cause to be paid to any such Shareholder in lieu thereof, against surrender of the Shares held by them which would have otherwise been sold by such Shareholder, an amount in cash equal to the Fair Value of the securities which

such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares held by such Shareholder.

- 19.6 In the event that the Selling Shareholders, in connection with the Proposed Drag Sale, appoint a third party independent shareholder representative (a **Shareholder Representative**) with respect to the establishment and management of any escrow or holdback fund in connection with any indemnification or breach of warranty under the Sale Agreement following completion of such Proposed Drag Sale (the **Escrow**), each Called Shareholder shall be deemed to (a) consent to (i) the appointment of such Shareholder Representative, (ii) the establishment of the Escrow and (iii) the payment of such Called Shareholder's applicable portion (from the Escrow) of any reasonable and properly incurred fees and expenses of such Shareholder Representative, in each case in connection with such Shareholder Representative's services and duties in connection with the establishment and management of such Escrow, and (b) not to assert any claim or commence any suit against the Shareholder Representative or any other Shareholder with respect to any action or inaction taken or failed to be taken by the Shareholder Representative in connection with its service as the Shareholder Representative, absent fraud or wilful misconduct on the part of the Shareholder Representative.
- 19.7 Within 5 (five) Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the **Drag Completion Date**), each Called Shareholder shall deliver:
- (a) duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
  - (b) the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company;
  - (c) duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company; and
  - (d) any document required by the Company and the Selling Shareholders' to execute the Proposed Drag Sale,
- (together the **Drag Documents**).
- 19.8 On the Drag Completion Date, the Company shall pay to each Called Shareholder, on behalf of the Drag Purchaser the Drag Consideration to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. Following the Company's receipt of the Drag Consideration, but pending its payment or transfer to the Called Shareholder, the Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 19.9 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article in respect of their Shares.
- 19.10 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent and/or attorney of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the

transfer of the Called Shareholder's Shares pursuant to this Article and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him or her. The Board shall then authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid. The defaulting Called Shareholder shall surrender his or her share certificate(s) for his or her Shares (or suitable executed indemnity) to the Company. On surrender, he or she shall be entitled to the Drag Consideration due to him or her.

- 19.11 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire Shares in the Company or pursuant to the conversion of any convertible security of the Company or other arrangement (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

#### *Asset Sale*

- 19.12 In the event that an Asset Sale is approved by the Board and the Investor, the Investor shall have the right, by notice in writing to all other Shareholders, to require such Shareholders to take any and all such actions as it may be necessary for Shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the proceeds from such Asset Sale being distributed to Shareholders in accordance with the provisions of Article 6.

### **20 General meetings**

- 20.1 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.
- 20.2 The provisions of section 318 of the Act shall apply to the Company, save that the quorum is only valid if it includes at least one Qualifying Person holding or representing a holder of Series A Shares and 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 the Series A Shares (excluding Treasury 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.
- 20.3 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.
- 20.4 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.

- 20.5 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.
- 20.6 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.
- 20.7 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.

## **21 Proxies**

- 21.1 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 the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".
- 21.2 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 reasonable 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.

## **22 Directors' borrowing powers**

The Directors may, with Investor Director Consent or Investor Consent where required, exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and

other securities as security for any debt, liability of obligation of the Company or of any third party.

## **23 Alternate Directors**

23.1 Notwithstanding any provision of these Articles to the contrary and subject to Investor Consent, any person appointed as a Director (the **Appointer**) may appoint any director or any other person as he thinks fit to be his alternate Director to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

The appointment of an alternate Director shall not require approval by a resolution of the Directors.

23.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

23.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

23.4 An alternate Director may act as an alternate to more than one Director and has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.

23.5 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors,

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

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

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
- (b) may sign a Directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate).

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

- 23.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of the Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision).
- 23.8 An alternate Director is not entitled to receive any remuneration from the company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.
- 23.9 An alternate Director's appointment as an alternate shall terminate:
- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
  - (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
  - (c) on the death of the alternate's Appointor; or
  - (d) when the alternate's Appointor's appointment as a Director terminates.

## **24 Number of Directors**

Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two.

## **25 Appointment of Directors**

- 25.1 In addition to the powers of appointment under article 17(1) of the Model Articles, the Investor shall be entitled to:
- (a) appoint and maintain in office such number of natural persons to act as Director as it deems fit by notice in writing addressed to the Company from time to time;
  - (b) remove any of their nominated Directors appointed in accordance with Article 25.1(a) at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place; and
  - (c) nominate any such Director appointed in accordance with Article 25.1(a) as the investor director (the **Investor Director**) and from time to time remove the Investor Director from office. There shall be no more than one Director bearing the title of Investor Director in office at any time.
- 25.2 An appointment or removal of a Director under Article 25.1(b) and 25.1(c) will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.
- 25.3 Each Director appointed by the Investor in accordance with Article 25.1(a) shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking.

- 25.4 The Investor shall be entitled to appoint one person to act as an observer to the Board, to the board of directors of any Subsidiary Undertaking and any committee of the Board or board of directors of any Subsidiary Undertaking established from time to time. The observer shall be entitled to attend and speak at all such meetings and receive copies of all board papers as if he were a Director but shall not be entitled to vote on any resolutions proposed at a board meeting.
- 25.5 Where a Founder ceases to be an Employee by reason of being a Good Leaver (provided that, and as long as, the respective Founder remains a Shareholder), the relevant Founder may request the Investor to allow the appointment of a named natural person to observe Board meetings on behalf of the Founder. The Investor shall determine whether or not to approve such request in its absolute discretion. The observer, if his/her appointment is approved by the Investor, shall be authorized to participate in Board meetings (but he/she shall not be entitled to speak or vote). The appointment of the observer shall automatically cease if (i) the Investor revokes its approval or (ii) the respective Founder ceases to be a Shareholder. The observer shall be bound by strict confidentiality undertakings determined by the Investor.

## **26 Disqualification of Directors**

- 26.1 In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if:
- (a) he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or
  - (b) in the case of Directors other than Directors appointed by the Investor in accordance with Article 25.1(a) (including the Investor Director), if a majority of his co-Directors (including Investor Director Consent) serve notice on him in writing, removing him from office.

## **27 Proceedings of Directors**

- 27.1 The quorum for Directors' meetings shall throughout each meeting be two Directors one of whom must, subject to Article 27.2, be the Investor Director (if appointed).
- 27.2 In relation to any Directors' meeting to consider whether to authorise a Relevant Interest of an Director appointed by the Investor in accordance with Article 25.1(a), in accordance with section 175(5)(a) of the Act, such Director and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). 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 and the Investor Director. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 27.3 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.



- 27.4 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.
- 27.5 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.
- 27.6 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.
- 27.7 Questions arising at any meeting of the Directors shall be decided by a majority of votes and any decisions made at such a meeting must have Investor Director Consent. In the case of any equality of votes, the Investor Director shall have a second or casting vote.
- 27.8 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.

## **28 Directors' interests**

### **28.1 Specific interests of a Director**

- (a) 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, but, in the case of Directors (other than Director appointed by the Investor in accordance with Article 25.1(a)), subject always to obtaining Investor Consent, have an interest of the following kind:
- (i) 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;
  - (ii) 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;
  - (iii) 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;

- (iv) 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;
- (v) 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;
- (vi) 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;
- (vii) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (viii) any other interest authorised by ordinary resolution.

#### **28.2 *Interests of which a Director is not aware***

For the purposes of this Article 28, 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.

#### **28.3 *Accountability of any benefit and validity of a contract***

In any situation permitted by this Article 28 (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.

#### **28.4 *Terms and conditions of Board authorisation***

- (a) Subject to Article 28.5, 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:
  - (i) 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:
    - (A) 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;
    - (B) 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

(C) restricting the application of the provisions in Articles 28.6 and 28.7, so far as is permitted by law, in respect of such Interested Director;

- (ii) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

subject to Article 28.5, 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 28.

**28.5 *Terms and conditions of Board authorisation for a Director appointed by the Investor in accordance with Article 25.1(a)***

Notwithstanding the other provisions of this Article 28, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a matter in relation to a Director appointed by the Investor in accordance with Article 25.1(a), in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 28.7.

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

- (a) Subject to Article 28.7 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 28), 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:
  - (i) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
  - (ii) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.
- (b) Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 28.6 shall apply only if the conflict arises out of a matter which falls within Article 28.1 or has been authorised under section 175(5)(a) of the Act.

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

- (a) Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall 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:

- (i) 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
- (ii) 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.

**28.8 Requirement of a Director is to declare an interest**

- (a) Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 28.1 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:
  - (i) falling under Article 28.1(a)(vii);
  - (ii) 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
  - (iii) 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.

**28.9 Shareholder approval**

- (a) 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 28.
- (b) For the purposes of this Article 28:
  - (i) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
  - (ii) the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
  - (iii) 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.

## **29 Notices**

**29.1** 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 29.

### **29.2 *Notices in hard copy form***

- (a) 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):
  - (i) to the Company or any other company at its registered office; or
  - (ii) to the address notified to or by the Company for that purpose; or
  - (iii) 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
  - (iv) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or
  - (v) 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
  - (vi) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (i) to (v) above, to the intended recipient's last address known to the Company.
- (b) 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:
  - (i) if delivered, at the time of delivery;
  - (ii) if posted to an address in the United Kingdom, on receipt or 48 hours after the time it was posted, whichever occurs first;
  - (iii) if posted to an address overseas, on receipt or 72 hours after the time it was posted or, if undeliverable, upon the expiry of the applicable redelivery term, whichever occurs first.

### **29.3**    *Notices in electronic form*

- (a)    Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:
  - (i)     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;
  - (ii)    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 29.2; or
  - (iii)   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:
    - (A) on its website from time to time; or
    - (B) by notice (in hard copy or electronic form) to all members of the Company from time to time.
- (b)    Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
  - (i)     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;
  - (ii)    if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
  - (iii)   if delivered in an electronic form, at the time of delivery; and
  - (iv)    if sent by any other electronic means as referred to in Article 29.3(a)(iii), at the time such delivery is deemed to occur under the Act.
- (c)    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.

### **29.4**    *Notice by means of a website*

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 to Shareholders (other than the Investor and the Founders) by the Company by making it available on the Company's website.

#### *General*

29.5 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.

29.6 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).

### **30 Indemnities and insurance**

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

(a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him from the date of adoption of these Articles 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 current or former Director or current or former director of 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 30.1(iii)(B) and (C), and applying;

(iv) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such current or former 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.

- (b) The Company shall (at the cost of the Company) effect and maintain for each current or former Director or current or former director of any associated company policies of insurance insuring each such director against risks may be incurred from the date of the adoption of these Articles in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

### **31 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. Where it is necessary to transfer such personal data outside of the European Economic Area, the Recipient shall either seek consent to the transfer, or make the transfer subject to European Commission-approved contractual terms which impose data protection obligations equivalent to those provided by data protection legislation within the European Economic Area, unless such transfers are permitted under applicable data protection law without such formalities. Recipients should be aware that countries outside the European Economic Area may not have adequate data protection laws.

### **32 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.

### **33 Lien**

- 33.1 The Company shall have a first and paramount lien (the **Company's Lien**) over every Share (whether or not a fully paid share) 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.

- 33.2 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.

**33.3 Subject to the provisions of this Article 33, if:**

- (a) a notice complying with Article 33.4 (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,
- (c) the Company shall be entitled to sell that Share in such manner as the Directors decide.

**33.4 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.

**33.5 Where any Share is sold pursuant to this Article 33:**

- (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.

**33.6 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) firstly, 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 for lost certificate in a form acceptable to the Board 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.

33.7 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.

### **34 Call Notices**

34.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a **Call Notice**) to a Shareholder who has not fully paid for that Shareholder's Share(s) 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.

34.2 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.

34.3 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.

34.4 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.

34.5 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.

34.6 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.

34.7 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.

34.8 If the due date for payment of such a sum as referred to in Article 34.7 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.

34.9 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).

34.10 For the purposes of Article 34.9:

- (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, 5% 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).

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

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

## 35 Forfeiture of Shares

35.1 A notice of intended forfeiture:

- (a) may be sent in respect of any Share for which there is an unpaid sum 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 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.

- 35.6 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.
- 35.7 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.
- 35.8 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.
- 35.9 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.
- 35.10 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,
  - (c) 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.

## **36 Surrender of Shares**

- 36.1 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.
- 36.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.
- 36.3 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.

## **37 Authority to capitalise and appropriation of capitalised sums**

- 37.1 The Board may, if authorised to do so by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a **Capitalised Sum**) to such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the **Shareholders Entitled**).

Article 36 of the Model Articles shall not apply to the Company.

- 37.2 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion with Investor Consent) deem appropriate.
- 37.3 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.
- 37.4 Subject to the Articles the Board may:
- (a) apply Capitalised Sums in accordance with Articles 37.2 and 37.3 partly in one way and partly another;
  - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 37; and
  - (c) authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 37.

### 38 Calculation of the Expected Return and calculation of the Additional Return

- 38.1 The **Expected Return** shall be based on the Investor's expected annual return (IRR) of 21.00% and shall be calculated as follows (with the application of the IRR methodology):

$$FV_T = \sum_{i=1}^n (B_i - H_i) \times (1 + R_i)^{(T-t_i)/360}$$

T =	the exact date (year/month/day) until the accumulated Expected Return is calculated, where $T \geq t_{1,2,...n}$
FV <sub>T</sub> =	Expected Return due to the Investor at the date indicated by "T", denominated in the currency by which the Investor's capital distribution was made, in case of different currencies, than denominated in the currency as indicated for settlement in the Transaction documents.
t <sub>1,2,...n</sub> =	refers to any date starting from and after the date of the very first money transfer executed by the Investor (year/month/day) but not later than T.
B <sub>i</sub> =	EUR 7,000,000 (i.e. seven million Euros) being the maximum aggregate amount of the approved investment amounts that can be distributed to the Company by the Investor.
R <sub>1,2,...n</sub> =	the expected annual return (IRR) of 21,00% of the B <sub>1,2 ... n</sub> investment amounts distributed by the Investor

H <sub>1,2...n</sub> =	the actual return payments in 1,2,...n tranches provided by the Company related to the investment governed by the Transaction documents including dividends, capital reductions, repurchase amount of equity interest, instalments of shareholder loans, interest payments of shareholder loans and in the case of an exit event for the Investor, the amounts provided by third parties (purchase price, earn-out, option price, etc.), but not including the amounts for covering costs, the payment of default interests, honorariums and other similar payments. If the payments were made in different currencies, than these provisions shall be converted to the currency as indicated for settlement in the Transaction documents or in case of shareholder loans, determined by the exchange rate set in the relevant shareholder loan agreement. Actual return payments were considered negative in the calculation as these provisions reduce the Expected Return.
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- 38.2 The **Additional Return** shall be based on the Investor's expected annual return (IRR) of 35.00% and shall be calculated as follows (with the application of the IRR methodology):

$$FV_T = \sum_{i=1}^n (B_i - H_i) \times (1 + R_i)^{((T-t_i) \times 360)}$$

T=	the exact date (year/month/day) until the accumulated Additional Return is calculated, where $T \geq t_{1,2,...n}$
FV <sub>T</sub> =	Additional Return due to the Investor at the date indicated by "T", denominated in the currency by which the Investor's capital distribution was made, in case of different currencies, than denominated in the currency as indicated for settlement in the Transaction documents.
t <sub>1,2...n</sub> =	refers to any date starting from and after the date of the very first money transfer executed by the Investor (year/month/day) but not later than T.
B <sub>i</sub> =	EUR 7,000,000 (i.e. seven million Euros) being the maximum aggregate amount of the approved investment amounts that can be distributed to the Company by the Investor.
R <sub>1,2...n</sub> =	the expected annual return (IRR) of 35.00% of the B <sub>1,2...n</sub> investment amounts distributed by the Investor
H <sub>1,2...n</sub> =	the actual return payments in 1,2,...n tranches provided by the Company related to the investment governed by the Transaction documents including dividends, capital reductions, repurchase amount of equity interest, instalments of shareholder loans, interest payments of shareholder loans and in the case of an exit event for the Investor, the amounts provided by third parties (purchase price, earn-out, option price, etc.), but not including the amounts for covering costs, the payment of default interests, honorariums and other similar payments. If the payments were made in different currencies, than these provisions shall be converted to the currency as indicated for settlement in the Transaction documents or in case of shareholder loans, determined by the exchange rate set in the relevant shareholder loan agreement. Actual return payments were considered negative in the calculation as these provisions reduce the Additional Return.

- 38.3 IRR calculation methodology: the annual rate of return on the investment amount invested in the Company) Percentage Ratio that validates the following equation:

$$0 = \sum_{i=1}^N \frac{P_i}{(1 + Ratio)^{\frac{(d_i - d_1)}{365}}}$$

where:

$d(1)$  = date of the first payment.

$d(i)$  = date of the "i" payment.

$-P_i$  = the amount of cash paid by the Investor to the Company at the "i" payment.

$+P_i$  = the amount of cash received by the Investor from the "i" payment.

$i$  = the serial number of each payment.