

Company number: 09597755

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of**

DIGITAL MONEYBOX LIMITED (the "Company")

8 MARCH 2020 (the "Circulation Date")

FRIDAY



A14 *A9ØR6N63* #202
13/03/2020
COMPANIES HOUSE

The following resolutions were duly passed pursuant to Chapter 2 of Part 13 of the Companies Act 2006 on 10 March 2020 by members of the Company representing the required majority or total voting rights of eligible members as ordinary and special resolutions, as indicated.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that:

- 1 Resolution 1, 2, 3, AND 4 below is passed as an ordinary resolution (the "**Ordinary Resolution**"); and
- 2 Resolutions 5 AND 6 below are passed as special resolution (together the "**Special Resolutions**").

ORDINARY RESOLUTIONS

1. **THAT**, each of the:
 - a) preferred A ordinary shares of £0.00001 be and is hereby re-designated as preferred A-1 ordinary shares of £0.00001;
 - b) preferred B ordinary shares of £0.00001 be and is hereby re-designated as preferred A-2 ordinary shares of £0.00001;
 - c) preferred C ordinary shares of £0.00001 be and is hereby re-designated as preferred B-1 ordinary shares of £0.00001; and
 - d) preferred D ordinary shares of £0.00001 be and is hereby re-designated as preferred B-2 ordinary shares of £0.00001,each in the capital of the company
2. **THAT**, subject to and with immediate effect from First Completion (as defined in the Investment Agreement (itself as defined in the New Articles)), 72,615 voting ordinary shares of £0.00001 each beneficially owned by FIL Strategic Ventures Limited, be and are hereby re-designated as 72,615 preferred C-1 ordinary shares of £0.00001 each in the Company.
3. **THAT**, subject to and with immediate effect from Fourth Completion (as defined in the Investment Agreement (itself as defined in the New Articles)), that 14,269 preferred

ordinary A-2 shares of £0.00001 each owned (as at the date of the Resolutions) by Samos Investments (Jersey) LP be and hereby are re-designated as 14,269 preferred C-1 ordinary shares having the rights and being subject to the restrictions set out in the Articles.

4. **THAT**, in accordance with section 551 of the Companies Act 2006, the directors be generally and unconditionally authorised to allot:

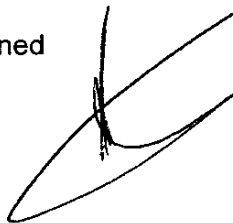
- a) 697,931 preferred C-1 ordinary shares of £0.00001 each in the Company;
- b) 171,623 preferred C-2 ordinary shares of £0.00001 each in the Company;
- c) 128,424 non-voting ordinary shares of £0.00001 each in the Company; and
- d) voting ordinary shares of £0.00001 each in the Company up to an aggregate nominal amount equal to 6% of the fully diluted share capital of the Company from time to time, up to a maximum of 256,782 voting ordinary shares of £0.00001 each in the Company,

provided that this authority shall, unless renewed, varied or revoked by the Company, expire on five years from the date of resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

SPECIAL RESOLUTIONS

5. **THAT** the draft articles of association attached to these written resolutions be approved and adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.
6. **THAT**, subject to the passing of resolutions 4 and 5, the pre-emption rights contained in article 7 of the New Articles be and are hereby waived and dis-applied and the directors be generally empowered to allot equity securities pursuant to the authority conferred by resolution 4 as if the pre-emption rights set out in article 7 of the New Articles did not apply to such allotment.

Signed



Benjamin Stanway
Director

Company number: 09597755
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
of
DIGITAL MONEYBOX LIMITED
(the "Company")

(Adopted by a special resolution passed on 10 March 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 article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having similar effect of an Investor Director under these Articles, if at any time an Investor Director has not been appointed or an Investor Director declares in writing to the Company and FSVL (in the case of the FSVL Director) or the Series C Director Majority (in the case of the Series C Director) that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, such action or matter shall require the consent of FSVL (in the case of the FSVL Director) or a Series C Director Majority (in the case of the Series C Director).
- 1.5 Where there is reference to Preferred Ordinary Shares under these Articles, this reference shall be treated, where appropriate in the context, on an as converted basis if the Conversion Ratio has been adjusted.
- 1.6 References to "the Oxford Funds" includes where necessary a reference to any person who is an Oxford Fund Investor in an Oxford Fund from time to time, and also includes, where appropriate, a reference to any other fund managed by OC which has invested in the Company.

2. Defined terms

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);

"Anti-Dilution Shares" has the meaning given to it in Article 17.1;

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

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets or the grant of an exclusive license over all or substantially all of the intellectual property of the Company (other than, in either case, such a disposal or grant to another Group Company which is made with Investor Majority Consent);

"Auditors" means the auditors (or accountants, as the case may be) 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 Founder who ceases to be an Employee in circumstances where he is not a Good Leaver;

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

"Board Transfer Price" has the meaning given to it in Article 10.1;

"Bonus Issue" or "Reorganisation" means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the holders of the relevant Shares) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than the relevant Shares) or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in Article 7.5(a)-7.5(c);

"Breega" means F/I Venture, a French limited partnership registered in the Trade and Companies Registry of Paris under number 825 398 027;

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

"Cause" means, in relation to a Founder:

- (a) the lawful termination of that Founder's contract of employment without notice or payment in lieu of notice as a consequence of his gross misconduct or committing a criminal offence (other than a minor motoring offence); and/or
- (b) his fair dismissal pursuant to either section 98(2)(a) (capability) (but excluding by reason of disability or incapacity through ill-health (as certified to the Board's reasonable

satisfaction by an independent doctor)) or 98(2)(b) (conduct) of the Employment Rights Act 1996;

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

"CNP" means Open CNP SAS;

"Conditions" has the meaning given in Article 16.1;

"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 Corporation Tax Act 2010;

"Conversion Date" has the meanings given in Article 16.1 and Article 16.2.1 (as applicable);

"Conversion Ratio" has the meaning given in Article 16.5;

"Crowd Nominee" means the owner of the legal title to the Crowd Shares from time to time;

"Crowd Share Holders" means the owners of the beneficial title to the Crowd Shares from time to time;

"Crowd Shares" means the non-voting ordinary shares of £0.00001 each in the capital of the Company;

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

"Deferred Shares" means deferred shares of £0.00001 each in the capital of the Company from time to time;

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

"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;

"Eligible Shareholder" means the Founders (for as long as they are Employees or officers of a Group Company), CNP, FSVL, OC and Breega (except if such person or its Permitted Transferee is a Seller) and any other person that holds over 3% of the fully diluted share capital of the Company at the relevant time;

"Employee" means an individual who is employed on a full time basis by 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 Shares" means the Shares other than the Crowd Shares, the Deferred Shares and the Reward Shares;

"Exempt New Issue" means any issue of New Securities after the Date of Adoption pursuant to a crowd-funding round;

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

"Extra Securities" has the meaning given in Article 7.2.5;

"Fair Value" is as determined in accordance with Article 11.3;

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

"Founder Retention Shares" means:

- (a) in the case of the Founder Shares held by Charles Mortimer and his Permitted Transferees, 121,250 of such Founder Shares; and
- (b) in the case of the Founder Shares held by Benjamin Stanway and his Permitted Transferees, 121,250 of such Founder Shares;

"Founders" means each of Charles Robert Mortimer and Benjamin John Latimer Stanway;

"Founder Shares" means all Equity Shares held by:

- (a) the Founder in question; and
- (b) by any Permitted Transferee of that Founder;

"Fourth Completion" has the meaning agreed in writing between the Shareholders immediately following the Date of Adoption;

"Fractional Holders" has the meaning given in Article 16.8;

"FSVL" means FIL Strategic Ventures Limited (company number 54335);

"FSVL Associate" means:

- (a) Eight Roads Holdings Limited ("**ERHL**"), a company incorporated in Bermuda, and any subsidiary undertaking of ERHL from time to time;
- (b) FIL Limited ("**FIL**"), a company incorporated in Bermuda, and any subsidiary undertaking of FIL from time to time; and
- (c) FMR LLC ("**FMR**"), a Delaware corporation, and any subsidiary undertaking of FMR from time to time;

"FSVL Director" means a director of the Company who is appointed in accordance with Article 22.1.2(a);

"Good Leaver" means a Founder who ceases to be an Employee prior to the expiry of the Retention Period by reason of:

- (a) death;
- (b) disability or incapacity through ill-health (as certified to the Board's reasonable satisfaction by an independent doctor);
- (c) ceasing to be employed by any member of the Group as a result of that member of the Group ceasing to be member of the Group;
- (d) dismissal by the Company (or a member of the Group) without Cause;
- (e) dismissal by the Company by reason of redundancy pursuant to section 136 of the Employment Rights Act 1996; or

to the extent FSVL determine that a Founder is Good Leaver;

"Group" means the Company and its subsidiary undertaking(s) (if any) from time to time and **"Group Company"** shall mean any one of them;

"Industrial Acquirer" means any person which already has, at the date of the proposed transfer, an operational presence in the same industry or sector as the Company;

"Investment Agreement" means the investment agreement entered into between the Founders, the Company and investors dated on or around the Date of Adoption;

"Investor" has the meaning given to it in the Investment Agreement;

"Investor Directors" means the FSVL Director and the Series C Director, each an **"Investor Director"**;

"Investor Majority" means any three of FSVL, OC, CNP and Breega, provided that notwithstanding the foregoing, an Investor Majority must include FSVL and any two of OC, CNP and Breega for so long as FSVL and its Permitted Transferees in aggregate hold at least 10% of the fully diluted share capital of the Company (excluding the Reward Shares) and at least 400,000 Equity Shares (subject to adjustment to take account of any Bonus Issue or Reorganisation);

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

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

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

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);
- (b) any Investment Fund managed or advised by that fund manager;
- (c) any parent undertaking or subsidiary undertaking of that fund manager, or any subsidiary undertaking of any parent undertaking of that fund manager; or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa;

"a Member of the same Group" means as regards any company, a company which is from time to time a direct or indirect parent undertaking or a direct or indirect subsidiary undertaking of that company or a direct or indirect subsidiary undertaking of any such parent undertaking;

"Moneybox Nominee" means the owner of the legal title to the MSNL Shares from time to time, being Moneybox Share Nominees Limited (company number 12140599) as at the Date of Adoption;

"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 7.5) excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption;

"Nominees" means the Crowd Nominee and the Moneybox Nominee;

"OC" means Oxford Capital Partners LLP (a limited liability partnership registered in England under number OC373659) or any other entity that succeeds OC as manager of the Oxford Funds from time to time;

"Ordinary Shares" means the voting ordinary shares of £0.00001 each in the capital of the Company;

"Oxford Co-Investors" means any person who: (i) beneficially holds Shares legally held by Share Nominees Limited as at the Date of Adoption; and/or (ii) subscribes for Shares legally held by Share Nominees Limited (or any other nominee appointed by the Oxford Co-Investors) pursuant to the Investment Agreement or becomes a party to the Investment Agreement as a beneficial owner of Shares legally held by Share Nominees Limited (or any other nominee appointed by the Oxford Co-Investors) and, in each case, is introduced to the Company by OC;

"Oxford Fund Investor" means any person who has an investment in any of the Oxford Funds and thereby has become a member of an Oxford Fund or is a member of the Oxford Funds' investors' committee from time to time;

"Oxford Funds" means any funds whether constituted as approved or unapproved EIS funds, limited partnerships, limited liability partnerships or otherwise in each case managed or advised by OC that have an interest in Shares from time to time or, as the context requires, in the future invests in Shares;

"Permitted Transfer" means a transfer of Shares in accordance with Article 9;

"Permitted Transferee" means:

- (a) in relation to a Shareholder who is an individual (other than a Reward Share Holder and a Crowd Share Holder), 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) (other than the Moneybox Nominee and the Crowd Nominee), any Member of the same Group;
- (c) in relation to a Shareholder which is an Investment Fund, any Member of the same Fund Group and, in case of winding up and liquidation of such Investment Fund, any secondary fund; and
- (d) in relation to an Investor:
 - (i) any Member of the same Group;
 - (ii) any Member of the same Fund Group;
 - (iii) any other Investor;
 - (iv) to any nominee of that Investor,subject to the approval of a majority of the Directors;
- (e) in relation to FSVL, to any FSVL Associate;
- (f) in respect of the Moneybox Nominee, any replacement nominee in respect of the Reward Shares;
- (g) in respect of the Crowd Nominee, any replacement nominee in respect of the Crowd Nominee whose identity has been approved in writing by the Board; and
- (h) in respect of any Shareholder, the Company;

"Preferred Ordinary A-1 Share Issue Price" means £4.58 (subject to adjustment to take account of any Bonus Issue or Reorganisation);

"Preferred Ordinary A-1 Shares" means the preferred ordinary A-1 shares of £0.00001 each in the capital of the Company;

"Preferred Ordinary A-2 Share Issue Price" means in the case of those Preferred Ordinary A-2 Shares issued on 8 July 2016 £5.83, and in the case of those Preferred Ordinary A-2 Shares issued on 25 April 2017 £9.74 (in each case subject to adjustment to take account of any Bonus Issue or Reorganisation);

"Preferred Ordinary A-2 Shares" means the preferred ordinary A-2 shares of £0.00001 each in the capital of the Company;

"Preferred Ordinary B-1 Share Issue Price" means (i) for the purposes of Articles 4 and 5, in relation to an Anti-Dilution Share, nominal value, and (ii) in any other case, £17.922 (if applicable, adjusted as referred to in Article 17.3);

"Preferred Ordinary B-1 Shares" means the preferred ordinary B-1 shares of £0.00001 each in the capital of the Company;

"Preferred Ordinary B-2 Share Issue Price" means £17.922 (subject to adjustment to take account of any Bonus Issue or Reorganisation);

"Preferred Ordinary B-2 Shares" means the preferred ordinary B-2 shares of £0.00001 each in the capital of the Company;

"Preferred Ordinary C Shares" means the Preferred Ordinary C-1 Shares and the Preferred Ordinary C-2 Shares;

"Preferred Ordinary C-1 Share Issue Price" means (i) for the purposes of Articles 4 and 5, in relation to an Anti-Dilution Share, nominal value, and (ii) in any other case, £35.04 (if applicable, adjusted as referred to in Article 17.3);

"Preferred Ordinary C-1 Shares" means the preferred ordinary C-1 shares of £0.00001 each in the capital of the Company;

"Preferred Ordinary C-2 Share Issue Price" means £35.04 (subject to adjustment to take account of any Bonus Issue or Reorganisation);

"Preferred Ordinary C-2 Shares" means the preferred ordinary C-2 shares of £0.00001 each in the capital of the Company;

"Preferred Ordinary Shares" means the Preferred Ordinary A-1 Shares, the Preferred Ordinary A-2 Shares, the Preferred Ordinary B-1 Shares, the Preferred Ordinary B-2 Shares, the Preferred Ordinary C-1 Shares and the Preferred Ordinary C-2 Shares;

"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 an Investor Majority);

"Proportionate Allocation" means, for each holder of Equity Shares, such number of New Securities as is equal to the proportion that the number of Equity Shares held by it bears to the total number of Equity Shares at such time;

"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 IPO" means an IPO in which the net aggregate subscription amount in respect of new Ordinary Shares issued at the time of the IPO is not less than £25,000,000 at an issue price per Ordinary Share of at least two times the Preferred Ordinary C-1 Share Issue Price (subject to appropriate adjustment following any Bonus Issue or Reorganisation);

"Qualifying Shares" means the Preferred Ordinary C-1 Shares in issue at the relevant time and the Preferred Ordinary C-2 Shares issued to the Oxford Funds, the Oxford Co-Investors and their respective Permitted Transferees;

"Related Person" means a director, officer, employee or consultant of another person;

"Relevant Issue Price" means the Preferred Ordinary B-1 Share Issue Price or the Preferred Ordinary C-1 Share Issue Price, as applicable;

"Relevant Qualifying Issue" means the Series B Qualifying Issue or the Series C Qualifying Issue, as applicable;

"Retention Period" means the period of time from the Date of Adoption to 5 June 2021;

"Reward Share Compulsory Transfer Event" means:

- (a) the bankruptcy of a Reward Share Holder;
- (b) the transfer by a Reward Share Holder of all or part of their pension out of the Moneybox Personal Pension Plan; or
- (c) the death of a Reward Share Holder;

"Reward Share Holders" means the owners of the beneficial title to the Reward Shares from time to time;

"Reward Shares" means all Shares issued to the Moneybox Nominee (beneficially owned by the Reward Share Holders);

"Second Completion" has the meaning agreed in writing between the Shareholders immediately following the Date of Adoption;

"Selling Shareholders" has the meaning agreed in writing between the Shareholders immediately following the Date of Adoption;

"Series B Qualifying Issue" has the meaning given to it in Article 17.1;

"Series C Director" means the director appointed in accordance with Article 22.1.3;

"Series C Director Majority" means (i) for so long as FSVL has a right to appoint a director under Article 22.1.2, any two of OC, CNP and Breega, or (ii) if FSVL no longer has a right to appoint a director under Article 22.1.2, any persons holding more than 50 per cent. of the Shares held by holders of Preferred Ordinary C-1 Shares, the Oxford Funds, the Oxford Co-Investors and their respective Permitted Transferees from time to time;

"Series C Qualifying Issue" has the meaning given to it in Article 17.1;

"Shareholder" means any holder of any Shares, provided that, for the avoidance of doubt, in respect of the Reward Shares, such holder shall be the Moneybox Nominee, and in respect of the Crowd Shares, such holder shall be the Crowd Nominee;

"Share Option Plan" means the EMI and unapproved share option plan approved by resolution of the Board passed on 16 March 2016, as amended from time to time;

"Shares" means shares in the capital of the Company, of any class;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the Shares (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 completion of the sale;

"Transfer Price" means the cash price specified in a Transfer Notice pursuant to Article 10.1.3 or, if no such cash price is specified in a Transfer Notice, the Board Transfer Price, or, if Articles 12.8.2 or 13.1.2 apply, the price determined pursuant to those Articles (as applicable);

"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

"Vested" means in relation to Founder Shares those shares which are no longer capable of being converted into Deferred Shares under Article 13.

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 with the shares of the relevant class then in issue.
- 3.2 Except as otherwise provided in these Articles, the Preferred Ordinary A-1 Shares, the Preferred Ordinary A-2 Shares, the Preferred Ordinary B-1 Shares, the Preferred Ordinary B-2 Shares, the Preferred Ordinary C-1 Shares, the Preferred Ordinary C-2 Shares, the Ordinary Shares and the Crowd Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 3.3 Any Available Profits which the Company may determine with Investor Majority Consent to distribute in respect of any Financial Year will be distributed among the holders of Equity Shares and Crowd Shares and the Reward Share Holders (*pari passu* as if the Equity Shares, the Crowd Shares and the Reward Shares constituted one class of share) *pro rata* to their respective holdings of Equity Shares, Crowd Shares and Reward Shares.
- 3.4 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.
- 3.5 The terms "**parent undertaking**" and "**subsidiary undertaking**" have the meanings given to them in section 1162 of the Act.
- 3.6 Subject to the Act, the Company may purchase its own Shares with cash to the extent permitted by section 692(1)(b) or section 692(1ZA) of the Act.
- 3.7 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".
- 3.8 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".

- 3.9 Paragraph (a) of article 17(1) of the Model Articles shall be deleted.
- 3.10 The Company shall be entitled to retain any share certificate(s) relating to Founder Retention Shares for so long as such Founder Retention Shares are not Vested.

4. Liquidation

- 4.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities shall be applied in the following manner (to the extent that the Company is lawfully permitted to do so):
- 4.1.1 if, based on a *pari passu* distribution of the Company's surplus assets (remaining after payment of its liabilities) among the holders of the Equity Shares, the Crowd Shares and the Reward Shares (as if the Equity Shares, the Crowd Shares and the Reward Shares constituted one and the same class of share) on a *pro rata* basis to the number of Equity Shares, Crowd Shares and Reward Shares held and with a payment to the holders of Deferred Shares, if any, of a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by the payment to any one holder of Deferred Shares), each holder of a Preferred Ordinary B-1 Share and a Preferred Ordinary C-1 Share would receive an amount per Preferred Ordinary B-1 Share or Preferred Ordinary C-1 Share (as applicable) held, on an *as converted* basis, equal to or greater than the Preferred Ordinary B-1 Share Issue Price or the Preferred Ordinary C-1 Share Issue Price (as applicable), plus (in each case) a sum equal to any Arrears, the surplus assets shall be distributed on such basis;
- 4.1.2 if, based on a distribution of the Company's assets as described in Article 4.1.1, each holder of Preferred Ordinary B-1 Shares and Preferred Ordinary C-1 Shares would not receive an amount per Preferred Ordinary B-1 Share or Preferred Ordinary C-1 Share (as applicable) held, *on an as converted basis, equal to or greater than the Preferred Ordinary B-1 Share Issue Price or the Preferred Ordinary C-1 Share Issue Price (as applicable)* plus (in each case) a sum equal to any Arrears, 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):
- (a) first in paying to the holders of the Preferred Ordinary B-1 Shares and the Preferred Ordinary C-1 Shares, in priority to any other classes of shares, an amount per Preferred Ordinary B-1 Share or Preferred Ordinary C-1 Share (as applicable) held equal to the Preferred Ordinary B-1 Share Issue Price or the Preferred Ordinary C-1 Share Issue Price (as applicable) plus (in each case) a sum equal to any Arrears (provided that if there are insufficient surplus assets to pay such amounts, the remaining surplus assets shall be distributed to the holders of the Preferred Ordinary B-1 Shares and the Preferred Ordinary C-1 Shares *pro rata* to the aggregate amounts due to them under this Article 4.1.2(a));
- (b) secondly, after settlement in full of the amounts payable pursuant to Article 4.1.2(a) above, in paying to the holders of the Preferred Ordinary A Shares, in priority to any other classes of shares (save for the Preferred Ordinary B-1 Shares and the Preferred Ordinary C-1 Shares), an amount per Preferred Ordinary A-1 Share held equal to the Preferred Ordinary A-1 Share Issue Price plus a sum equal to any Arrears (provided that if there are insufficient surplus assets to pay such amounts, the remaining surplus assets shall be distributed to the holders of

Preferred Ordinary A-1 Shares pro rata to the aggregate amounts due to them under this Article 4.1.2(b));

- (c) thirdly in paying to the holders of Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by the payment to any one holder of Deferred Shares); and
- (d) any balance of such surplus assets remaining shall be distributed on a pari passu basis among the holders of the Equity Shares (other than the Preferred Ordinary B-1 Shares, the Preferred Ordinary C-1 Shares and the Preferred Ordinary A-1 Shares), Crowd Shares and Reward Shares pro rata to the number of such Shares held.

5. Exit provisions

5.1 On a Share Sale the Proceeds of Sale shall be distributed in the following order of priority (to the extent that the Company is lawfully permitted to do so):

5.1.1 if, based on a pari passu distribution of the Proceeds of Sale among the holders of the Equity Shares, Crowd Shares and Reward Shares (as if the Equity Shares, Crowd Shares and Reward Shares constituted one and the same class of share) on a pro rata basis to the number of Equity Shares, Crowd Shares and Reward Shares held and with a payment to the holders of Deferred Shares, if any, of a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by the payment to any one holder of Deferred Shares), each holder of a: (i) Preferred Ordinary B-1 Share and a Preferred Ordinary C-1 Share would receive an amount per Preferred Ordinary B-1 Share or Preferred Ordinary C-1 Share (as applicable) held, on an as converted basis, equal to or greater than the Preferred Ordinary B-1 Share Issue Price or the Preferred Ordinary C-1 Share Issue Price (as applicable); and (ii) Preferred Ordinary B-2 Share or Preferred Ordinary C-2 Share (as applicable) would receive an amount per Preferred Ordinary B-2 Share or Preferred Ordinary C-2 Share (as applicable) held, on an as converted basis, equal to or greater than the Preferred Ordinary B-2 Share Issue Price or the Preferred Ordinary C-2 Share Issue Price (as applicable), the Proceeds of Sale shall be distributed on such basis;

5.1.2 if, based on a distribution of the Proceeds of Sale as described in Article 5.1.1, each holder of a: (i) Preferred Ordinary B-1 Share or a Preferred Ordinary C-1 Share (as applicable) would not receive an amount per Preferred Ordinary B-1 Share or Preferred Ordinary C-1 Share (as applicable) held, on an as converted basis, equal to or greater than the Preferred Ordinary B-1 Share Issue Price or the Preferred Ordinary C-1 Share Issue Price (as applicable); and (ii) Preferred Ordinary B-2 Share or Preferred Ordinary C-2 Share (as applicable) would not receive an amount per Preferred Ordinary B-2 Share or Preferred Ordinary C-2 Share held, on an as converted basis, equal to or greater than the Preferred Ordinary B-2 Share Issue Price or the Preferred Ordinary C-2 Share Issue Price (as applicable), the Proceeds of Sale shall be applied (to the extent that the Company is lawfully permitted to do so):

- (a) first in paying to the holders of: (i) Preferred Ordinary B-1 Shares and the Preferred Ordinary C-1 Shares an amount per Preferred Ordinary B-1 Share or Preferred Ordinary C-1 Share (as applicable) equal to the Preferred Ordinary B-1 Share Issue Price or the Preferred Ordinary C-1 Share Issue Price (as applicable); and (ii) Preferred Ordinary B-2 Shares and the Preferred Ordinary C-2 Shares an amount per Preferred Ordinary B-2 Share or Preferred Ordinary C-2 Share (as applicable)

equal to the Preferred Ordinary B-2 Share Issue Price or the Preferred Ordinary C-2 Share Issue Price (as applicable), in priority to any other classes of Shares (provided that if there are insufficient Proceeds of Sale to pay such amounts, the Proceeds of Sale shall be distributed to the holders of Preferred Ordinary B-1 Shares, Preferred Ordinary C-1 Shares, Preferred Ordinary B-2 Shares and Preferred Ordinary C-2 Shares pro rata to the aggregate amounts due to them under this Article 5.1.2(a));

- (b) secondly, after settlement in full of the amounts payable pursuant to Article 5.1.2(a) above, in paying to the holders of Preferred Ordinary A-2 Shares, in priority to any other classes of Shares (save for the Preferred Ordinary B-1, the Preferred Ordinary C-1 Shares, the Preferred Ordinary B-2 Shares and the Preferred Ordinary C-2 Shares), an amount per Preferred Ordinary A-2 Share held equal to the Preferred Ordinary A-2 Share Issue Price (provided that if there are insufficient Proceeds of Sale to pay the amounts per Preferred Ordinary A-2 Share equal to the Preferred Ordinary A-2 Share Issue Price, the remaining Proceeds of Sale shall be distributed to the holders of Preferred Ordinary A-2 Shares pro rata to the aggregate amounts due to them under this Article 5.1.2(b));
- (c) thirdly, after settlement in full of the amounts payable pursuant to Articles 5.1.2(a) and 5.1.2(b) above, in paying to the holders of Preferred Ordinary A-1 Shares, in priority to any other classes of Shares (save for the Preferred Ordinary B-1 Shares, the Preferred Ordinary C-1 Shares, the Preferred Ordinary B-2 Shares, the Preferred Ordinary C-2 Shares and the Preferred Ordinary A-2 Shares), an amount per Preferred Ordinary A-1 Share held equal to the Preferred Ordinary A-1 Share Issue Price (provided that if there are insufficient Proceeds of Sale to pay the amounts per Preferred Ordinary A-1 Share equal to the Preferred Ordinary A-1 Share Issue Price, the remaining Proceeds of Sale shall be distributed to the holders of Preferred Ordinary A-1 Shares pro rata to the aggregate amounts due to them under this Article 5.1.2(c));
- (d) fourthly in paying to the holders of Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by the payment to any one holder of Deferred Sharers); and
- (e) any balance of such Proceeds of Sale remaining shall be distributed on a pari passu basis among the holders of the Equity Shares (other than the Preferred Ordinary B-2 Shares, Preferred Ordinary C-2 Shares, Preferred Ordinary B-1 Shares, Preferred Ordinary C-1 Shares, Preferred Ordinary A-2 Shares and Preferred Ordinary A-1 Shares), Crowd Shares and Reward Shares pro rata to the number of such Shares held.

5.2 The Directors shall not register any transfer of Shares if the Proceeds of Sale are not distributed in accordance with Article 5 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:

- 5.2.1 the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in Article 5; and

5.2.2 the Shareholders shall take any action required by the Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5.

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 5.

- 5.3 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 order of priority set out in Article 4 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 Majority (including, but without prejudice to the generality of this Article 5.3, actions that may be necessary to put the Company into voluntary liquidation so that Article 4 applies).

6. Votes in general meeting and written resolutions

- 6.1 The Preferred Ordinary A-1 Shares shall confer on each holder of Preferred Ordinary A-1 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.
- 6.2 The Preferred Ordinary A-2 Shares shall confer on each holder of Preferred Ordinary A-2 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.
- 6.3 The Preferred Ordinary B-1 Shares shall confer on each holder of Preferred Ordinary B-1 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.
- 6.4 The Preferred Ordinary B-2 Shares shall confer on each holder of Preferred Ordinary B-2 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.
- 6.5 The Preferred Ordinary C-1 Shares shall confer on each holder of Preferred Ordinary C-1 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.
- 6.6 The Preferred Ordinary C-2 Shares shall confer on each holder of Preferred Ordinary C-2 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.
- 6.7 Subject to Articles 6.8 and 6.9, the Ordinary Shares shall confer on each holder of such 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.
- 6.8 All voting rights attached to Reward Shares beneficially held by a Reward Share Holder who holds the beneficial title to less than 1,000 Reward Shares shall be suspended.
- 6.9 Any Reward Shares whose voting rights are suspended pursuant to Article 6.8 ("**Restricted Reward Shares**") shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an

eligible member for the purposes of, proposed written resolutions of the Company. Voting rights suspended pursuant to Article 6.8 shall be automatically restored immediately prior to an IPO. If a Reward Share Holder transfers any Restricted Reward Shares in accordance with these Articles all voting rights attached to the Restricted Reward 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.

- 6.10 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 6.11 The Crowd Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 6.12 Subject to Article 6.14, where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.
- 6.13 On a poll, the Preferred Ordinary Shares shall carry the right to one vote per share unless, at the relevant time, the issued and outstanding Preferred Ordinary Shares are convertible into a greater number of Ordinary Shares or the holders of the Preferred Ordinary B-1 Shares and/or Preferred Ordinary C-1 Shares are entitled to Anti-Dilution Shares pursuant to Article 17 which have not yet been issued, in which case, each holder of Preferred Ordinary Shares shall be entitled (in respect of the Preferred Ordinary Shares held) to exercise such number of votes as is equal to the number of Ordinary Shares of which he would be the holder assuming:
 - 6.13.1 he had been issued the maximum number of Anti-Dilution Shares to which he is or was entitled to, if any, pursuant to Article 17; and
 - 6.13.2 all of the Preferred Ordinary Shares of which he is (or would be, including any Anti-Dilution Shares he is entitled to pursuant to Article 17) the holder were converted into Ordinary Shares at the then applicable Conversion Ratio.
- 6.14 No voting rights attached to a share which is nil paid or partly paid may be exercised:
 - 6.14.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
 - 6.14.2 on any proposed written resolution,unless all of the amounts payable to the Company in respect of that share have been paid.

7. Allotment of new shares or other securities: pre-emption

- 7.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act do not apply to an allotment of equity securities made by the Company.
- 7.2 Unless otherwise determined by special resolution and with the prior written consent of an Investor Majority, any New Securities shall, before they are allotted or granted on any terms, be first offered by the Company in writing to each holder of Equity Shares by:

- 7.2.1 giving details of the number and subscription price of the New Securities;
 - 7.2.2 inviting him to apply for the New Securities at the subscription price (being on no less favourable terms);
 - 7.2.3 stating that he will have a period of at least 14 days from the date of the notice in which to apply;
 - 7.2.4 stating that, if there is competition among the holders of Equity Shares for the New Securities, the New Securities will be allocated to him in accordance (as nearly as may be) with his Proportionate Allocation;
 - 7.2.5 inviting him to indicate if he is willing to purchase New Securities in excess of his Proportionate Allocation ("**Extra Securities**") and, if so, the number of Extra Securities.
- 7.3 On expiry of an offer made in accordance with Article 7.2 (or sooner if applications or refusals have been received from all holders of Equity Shares and all requisite approvals have been given), the Company shall allot or grant (as the case may be) the New Securities as follows:
- (a) each holder of Equity Shares shall be allocated his Proportionate Allocation or, if less, the number of New Securities for which he has applied;
 - (b) each of those holders of Equity Shares applying for Extra Securities shall be allocated his Proportionate Allocation but so that no applicant shall be allocated more Extra Securities than for which he has applied and if all the Extra Securities have not been allocated they shall then be allocated to any holder of Equity Shares who has applied for Extra Securities in excess of his Proportionate Allocation,
- provided that if there are insufficient Extra Securities to satisfy such applications they shall be allocated in proportion to their Proportionate Allocation but so that no applicant is allocated more Extra Securities than for which he has applied; and
- (c) fractional entitlements shall be rounded to the nearest whole number,
- following which the Directors (subject to Investor Majority Consent) may, subject to these Articles and the Act, allot or grant (as the case may be) such New Securities as have not been taken up in such manner as they think fit, but on no less favourable terms.
- 7.4 No Shares shall be allotted to any Employee, Director, prospective Employee or prospective director of the Company who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 Income Tax (Earnings and Pensions) Act 2003 election with the Company if so required by the Company.
- 7.5 The provisions of Article 7.2 and Article 7.3 shall not apply to:
- (a) the grant of options to subscribe for Ordinary Shares under the Share Option Plan or to the issue of Shares upon exercise of such options;
 - (b) New Securities issued or granted in order for the Company to comply with its obligations under these Articles including, but not limited to the Anti-Dilution Shares;

- (c) New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by an Investor Majority;
- (d) New Securities which the Shareholders have agreed in writing (including in the Investment Agreement) should be issued without complying with the procedure set out in this Article 7;
- (e) New Securities issued as a result of a bonus issue of shares which has been approved in writing by an Investor Majority;
- (f) Reward Shares issued to the Moneybox Nominee; and
- (g) the issuance of up to 128,424 Crowd Shares pursuant to a crowd-funding round.

8. Transfers of Shares - general

- 8.1 Reference to the transfer of a Share in these Articles 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.
- 8.2 No Shares may be transferred unless the transfer is made in accordance with the Articles.
- 8.3 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.

8.4 The Directors may refuse to:

8.4.1 register a transfer of a Share if:

- (a) a Shareholder transfers a Share other than in accordance with these Articles;
- (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company and such person has not entered into a joint section 431 ITEPA election with the Company in accordance with Article 7.4;
- (c) the Directors determine (acting reasonably) that the transferee is a person (or a nominee for a person) who is a competitor with (or an associate (as determined in accordance with section 435 of the Insolvency Act 1986) of a competitor with) the business of the Company or with a subsidiary undertaking of the Company; or
- (d) to the extent the transfer would breach any law or regulation (including without limitation any change of control requirement of the Financial Conduct Authority); and/or

8.4.2 approve or register an issue of a Share to the extent the issue would breach any law or regulation (including without limitation any change of control requirement of the Financial Conduct Authority).

Article 26(5) of the Model Articles shall be modified accordingly.

- 8.5 The Directors may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Investment

Agreement, any shareholders' agreement in force between some or all of the Shareholders and the Company.

- 8.6 Articles 27 to 29 of the Model Articles regarding transmission of shares shall not apply to the Company.
- 8.7 Any transfer of a Share by way of sale which is required to be made under Articles 10 to 12 (inclusive), 15, 19 and 20 will be deemed to include a warranty that the transferor sells with full title guarantee.
- 8.8 The Nominees shall not be entitled to make any transfer or otherwise dispose of the whole or any part of their interest in, or rights in respect of, or grant any option or other rights over, the Reward Shares or the Crowd Shares (as applicable) to any person other than (i) to a Permitted Transferee or (ii) with the prior written consent of the Board and Investor Majority Consent or (iii) where required to do so pursuant to these Articles or (iv) pursuant to acceptance of an Offer (as defined in Article 19.2) or (v) as part of a sale of the entire issued share capital of the Company which has been approved by the holders of no less than 66.66% of the Equity Shares. If such a transfer is made by a Nominee pursuant to this Article 8.8, the transferee shall be treated as a Moneybox Nominee or a Crowd Nominee (as applicable) for all purposes under these Articles. Any purported transfer of legal title to the Reward Shares or the Crowd Shares other than in accordance with this Article 8.8 will be invalid.
- 8.9 Each Reward Share Holder shall not be entitled to transfer or otherwise dispose of the whole or any part of their interest in, or rights in respect of, or grant any option or other rights over, the beneficial interest in the Reward Shares held by them other than (i) where required to do so pursuant to these Articles or (ii) pursuant to acceptance of an Offer (as defined in Article 19.2) or (iii) as part of a sale of the entire issued share capital of the Company which has been approved by the holders of no less than 66.66% of the Equity Shares and provided in each case that the Moneybox Nominee shall at all times remain the holder of the legal title of all of the Reward Shares. If such a transfer is made by a Reward Share Holder pursuant to this Article 8.9, the transferee shall be treated as a Reward Share Holder for all purposes under these Articles. The Moneybox Nominee shall procure, so far as it lies within its power to do so, that each Reward Share Holder complies with the terms of this Article and shall not permit the transfer of any beneficial interest in any Reward Shares by a Reward Share Holder to the extent such transfer does not comply with this Article.
- 8.10 A Crowd Share Holder shall be entitled at any time to transfer his entire beneficial interest in the Crowd Shares held by the Crowd Share Nominee on his behalf without restriction to any person, provided that the legal title to such Crowd Shares continues to be held by the Crowd Share Nominee and the transferee is (or becomes, prior to the completion of the transfer) a member of the crowdfunding platform operated by a Member of the same Group as the Crowd Share Nominee.

9. Permitted Transfers

- 9.1 A Shareholder (who is not a Permitted Transferee) (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 9.2 Shares previously transferred as permitted by Article 9.1 may, subject to Article 12.4, be transferred by the transferee to the Original Shareholder or any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 9.3 Where, under the provisions of a deceased Shareholder's will or intestacy, the persons legally or beneficially entitled to any Shares are Permitted Transferees of that deceased Shareholder, the legal

representative of the deceased Shareholder may transfer any Share to those Permitted Transferees without restriction as to price or otherwise.

- 9.4 A transfer of any Shares approved by Shareholders holding more than 75% of the Equity Shares, an Investor Majority and the Board may be made without restriction as to price or otherwise and each transfer shall be registered by the Directors. A transfer by any Founder of any Shares approved by an Investor Majority may be made without restriction as to price or otherwise and each transfer shall be registered by the Directors.
- 9.5 On the Date of Adoption and at Fourth Completion, the Selling Shareholders shall be entitled to sell such number of shares to FSVL as agreed in writing between the Shareholders on or around the Date of Adoption.
- 9.6 During the three years following the Date of Adoption, neither a Founder nor his Permitted Transferees shall be entitled to transfer any Shares, except that each Founder and his Permitted Transferees shall be entitled to transfer:
 - 9.6.1 subject to Article 10, up to 44,212 of the Shares held by the Founder and his Permitted Transferees, in one or a series of transactions, to any person without restriction as to price or otherwise; and
 - 9.6.2 all or some of their Shares pursuant to Articles 9.1 to 9.4, 12, 13, 19, or 20.

10. Transfers of Shares subject to pre-emption rights

- 10.1 Save where the provisions of Articles 9.1 to 9.5, 12, 13, 19 and 20 apply, a Shareholder who wishes to transfer Equity Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Equity Shares give notice in writing (a "**Transfer Notice**") to the Company specifying:
 - 10.1.1 the number of Equity Shares which he wishes to transfer (the "**Sale Shares**");
 - 10.1.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee; and
 - 10.1.3 the price at which he wishes to transfer the Sale Shares.

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred must be agreed by the Board (the "**Board Transfer Price**"). The Board Transfer Price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.
- 10.2 Subject to Article 11.5 and except with the written consent of the Board, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 10.3 As soon as practicable following the receipt of a Transfer Notice (or, in the case where the Transfer Price has not been finalised, the determination of the Transfer Price under Article 11), the Company shall give notice in writing to each Eligible Shareholder (other than the Seller):
 - 10.3.1 inviting him to apply for the Sale Shares at the Transfer Price;
 - 10.3.2 stating the expiry date for applications (which shall not be less than 14 days from the date of the notice);

- 10.3.3 stating that, the Sale Shares shall be offered to the Eligible Shareholders and if there is competition among the Eligible Shareholders for the Sale Shares, the Sale Shares will be allocated to him in proportion (as nearly as may be) to his existing holding of Equity Shares (as a proportion of the total number of Equity Shares held by Eligible Shareholders at such time) (his "**Transfer Proportionate Allocation**").
- 10.4 On expiry of an offer made in accordance with Article 10.3 (or sooner if applications or refusals have been received from all Eligible Shareholders), the Company shall allocate the Sale Shares as follows:
- 10.4.1 if the total number of Sale Shares applied for is equal to or less than the number of Sale Shares, each Eligible Shareholder shall be allocated the number applied for by him; or
- 10.4.2 if the total number of Sale Shares applied for is more than the available number of Sale Shares, each Eligible Shareholder shall be allocated his Transfer Proportionate Allocation or, if less, the number of Sale Shares for which he has applied; and
- 10.4.3 fractional entitlements shall be rounded to the nearest whole number.
- 10.5 The Company shall give written notice of allocation (an "**Allocation Notice**") to the Seller which shall specify the number of Sale Shares to be allocated to each applicant and the place and time (being not less than 7 nor more than 14 days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.
- 10.6 On 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.
- 10.7 If the Seller fails to comply with the provisions of Article 10.6:
- 10.7.1 the chairman of the Company or, failing him, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the applicants;
- (b) receive the transfer price and give a good discharge for it and (subject to the transfer being duly stamped) enter each applicant in the register of members as the holders of the Sale Shares allocated to him; and
- 10.7.2 the Company shall pay the transfer price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate(s) for the relevant Shares (or a suitable indemnity).
- 10.8 If an Allocation Notice does not relate to all the Sale Shares or if no Eligible Shareholder makes an application for Sale Shares, then, subject to Article 10.9 and Article 18, the Seller may, within three months after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price equal to or greater than the Transfer Price.
- 10.9 The right of the Seller to transfer Shares under Article 10.8 does not apply if the Board is of the opinion on reasonable grounds that the Directors determine (acting reasonably) that the transferee is a person (or a nominee for a person) who is a competitor with (or an associate (as determined in

accordance with section 435 of the Insolvency Act 1986) of a competitor with) the business of the Company or with a subsidiary undertaking of the Company.

11. Valuation of Shares

- 11.1 If no price is agreed between the Seller and the Board pursuant to Article 10.1 following the receipt by the Company of a Transfer Notice that does not contain a Transfer Price, then the Board shall appoint an expert valuer in accordance with Article 11.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares or if the Fair Value has been certified by Expert Valuer within the preceding 12 weeks, such certified Fair Value shall apply.
- 11.2 The Expert Valuer will be the Auditors unless this is not agreed by the Seller and the Board in which case it will be an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement within 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 appointed by the Company.
- 11.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
 - 11.3.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
 - 11.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 11.3.3 that the Sale Shares are capable of being transferred without restriction;
 - 11.3.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
 - 11.3.5 reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 11.4 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of its appointment and to notify the Board and the Seller of its determination. The Expert Valuer shall act as experts and not as arbitrators and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 11.5 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 or required to have been served pursuant to these Articles, the Seller may by notice in writing to the Company within five (5) Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 11.6 The cost of obtaining the certificate shall be paid by the Company unless the Fair Value certified by the Expert Valuer is less than the price (if any) offered by the Directors to the Seller for the Sale Shares before Expert Valuer was instructed in which case the Seller shall bear the cost.

12. Compulsory transfers

General

- 12.1 A person entitled to a Share (other than a Reward 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.
- 12.2 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 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.
- 12.3 If a Permitted Transferee ceases to be a Permitted Transferee of 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 another Permitted Transferee of the Original Shareholder without restriction as to price or otherwise, failing which it will be deemed to have given a Transfer Notice in respect of those Shares.
- 12.4 On the death, bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.
- 12.5 If a Share (other than a Reward 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:
- 12.5.1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
- 12.5.2 to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.
- If either requirement in this Article 12.5 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.
- 12.6 If there is a change in control (as control is defined in section 1124 of the Corporation Tax Act 2010) of any Shareholder which is a company (other than a holder of Preferred Ordinary C-1 Shares or Preferred Ordinary C-2 Shares), 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 any Permitted Transferee and/or nominee) a Transfer Notice in respect of all the Shares registered in its name, its Permitted Transferee name 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 of the Original Shareholder before being required to serve a Transfer Notice.

Reward Shares

- 12.7 On the occurrence of a Reward Share Compulsory Transfer Event, a Reward Share Holder (or in the event of death or bankruptcy of a Reward Share Holder his personal representatives or trustee in bankruptcy) and the Moneybox Nominee shall be deemed to have given a Transfer Notice in respect of all of the Reward Shares beneficially held by such Reward Share Holder at a time determined by the Directors.
- 12.8 In such circumstances:
- 12.8.1 the Reward Shares shall be offered to the Company (subject always to the provisions of the Act);
 - 12.8.2 the Transfer Price shall be the nominal value of the Reward Shares, which shall be payable to the Reward Share Holder; and
 - 12.8.3 where the Reward Share Compulsory Transfer Event falls within paragraph (c) of the definition of such term, the Company shall make a donation equal to the Fair Value of the Reward Shares to a charity determined by the Board.
- 12.9 If the transfer is not executed within 5 Business Days of the Board requiring the same, 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 Moneybox Nominee and the Reward Share Holder complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Reward Shares to the Company.

13. Vesting of Founder Shares

- 13.1 Unless the Board (with the written consent of the FSVL Director) determine, in writing, that this Article 13.1 shall not apply, if at any time during the Retention Period a Founder ceases to be an Employee in circumstances where he is a Bad Leaver:
- 13.1.1 any Founder Retention Shares relating to such Founder shall immediately convert into Deferred Shares (rounded down to the nearest whole share); or,
 - 13.1.2 at the Board's (with the written consent of the FSVL Director) discretion a Transfer Notice shall be deemed to be given in respect all of the Founder Retention Shares. In such circumstances:
 - (a) the Founder Retention Shares shall be transferred to the Company (subject always to the provisions of the Act) or offered to such other person as the Board (with the written consent of the FSVL Director) may elect; and
 - (b) the Transfer Price shall be the lower of Fair Value and the nominal value of the Founder Retention Shares.
- 13.2 If a Founder ceases to be an Employee during the Retention Period in circumstances where he is a Good Leaver, the Founder Retention Shares relating to that Founder shall immediately become Vested.

13.3 All Founder Shares, to the extent that such are not Vested during the Retention Period, shall become Vested immediately prior to and conditional upon completion of an Exit or an IPO and for the avoidance of doubt the Founders shall be deemed Good Leavers on an Exit or IPO unless they cease to be Employees in circumstances where they are Bad Leavers before the completion of the Exit or IPO.

13.4 This Article 13 shall not apply to any Founder Shares except for the Founder Retention Shares.

14. Deferred Shares

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

14.2 Any Deferred Shares which were issued as redeemable shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder without obtaining the sanction of the holder or holders.

14.3 The allotment or issue of Deferred Shares or the conversion of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue or conversion to appoint any person to execute or give on behalf of the holder of those Deferred Shares:

14.3.1 an agreement to transfer and a transfer of such Deferred Shares to such person or persons as the Company may determine; and/or

14.3.2 a consent to the cancellation of such Deferred Shares; and/or

14.3.3 an agreement to transfer and a transfer of such Deferred Shares to such person or persons as the Company may determine as custodian thereof; and/or

14.3.4 an agreement for the Company to purchase such Deferred Shares in accordance with the Act,

in any such case for a price being not more than an aggregate sum of one penny for all the Deferred Shares so purchased without obtaining the sanction of such holder or holders and pending such transfer and/or purchase to retain the certificates (if any) in respect thereof.

15. Variation of rights

Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent. in nominal value of the issued shares of that class save that the special rights attaching to the: (i) Preferred Ordinary B-1 Shares may only be varied or abrogated with the written consent of FSVL; and (ii) Preferred Ordinary B-2 Shares may only be varied or abrogated with the written consent of OC; and (iii) Ordinary Shares may only be varied or abrogated with the written consent of the holders of more than 75 per cent. of the Ordinary Shares which carry voting rights for the purposes of Article 6.5. The creation or issue of any Preferred Ordinary B-1 Shares on or after the Date of Adoption shall be deemed a variation of the special rights attached to the Preferred Ordinary B-1 Shares.

16. Conversion of Preferred Ordinary Shares

- 16.1 Any holder of Preferred Ordinary B-1 Shares or Preferred Ordinary C-1 Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Preferred Ordinary B-1 Shares or Preferred Ordinary C-1 Shares (as applicable) held by them at any time and those Preferred Ordinary B-1 Shares or Preferred Ordinary C-1 Shares (as applicable) shall convert automatically on the date of such notice (the "**Conversion Date**"), provided that the holder may in such notice, state that conversion of its Preferred Ordinary B-1 Shares or Preferred Ordinary C-1 Shares (as applicable) into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**").
- 16.2 All of the fully paid:
- 16.2.1 Preferred Ordinary B-1 Shares shall automatically convert into Ordinary Shares on the date of a notice given by FSVL (which date shall be treated as the Conversion Date);
- 16.2.2 Preferred Ordinary Shares shall automatically convert into Ordinary Shares immediately upon the occurrence of a Qualifying IPO, or with Investor Majority Consent, an IPO.
- 16.3 In the case of (i) Articles 16.1 and 16.2.1, not more than five Business Days after the Conversion Date or (ii) in the case of Article 16.2.2, at least five Business Days prior to the occurrence of the Qualifying IPO or IPO (as applicable), each holder of the relevant Preferred Ordinary Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Preferred Ordinary Shares being converted to the Company at its registered office for the time being.
- 16.4 Where conversion is on the occurrence of a Qualifying IPO or IPO (as applicable), that conversion will be effective only immediately prior to and conditional upon the legal completion of such Qualifying IPO or IPO (as applicable) (and "**Conversion Date**" shall be construed accordingly) and, if such Qualifying IPO or IPO (as applicable) does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 16.1, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.
- 16.5 On the Conversion Date, the relevant Preferred Ordinary 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 Preferred Ordinary Share held (the "**Conversion Ratio**"), and the Ordinary Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued Ordinary Shares.
- 16.6 The Company shall on the Conversion Date enter the holder of the converted Preferred Ordinary Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate(s) in a form acceptable to the Board) in respect of the Preferred Ordinary Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Preferred Ordinary Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 16.7 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:

- 16.7.1 if Preferred Ordinary Shares remain capable of being converted into new Ordinary Shares and there is a consolidation and/or sub-division of Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Preferred Ordinary Shares is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division;
- 16.7.2 if Preferred Ordinary Shares remain capable of being converted into Ordinary Shares, on an allotment of fully-paid Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Preferred Ordinary Shares is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue.
- 16.8 If any holder of Preferred Ordinary Shares becomes entitled to fractions of an Ordinary Share as a result of conversion ("**Fractional Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.
- 16.9 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 16.7, or if so requested by an Investor Majority or, in the case of a conversion of Preferred Ordinary B-1 Shares, FSVL, and in the case of a Conversion of Preferred Ordinary C-1 Shares, FSVL, CNP or Breega, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.
- 17. Anti-dilution protection**
- 17.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Preferred Ordinary B-1 Share Issue Price (a "**Series B Qualifying Issue**") or the Preferred Ordinary C-1 Share Issue Price (a "**Series C Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall, unless a holder of Preferred Ordinary B-1 Shares or Preferred Ordinary C-1 Shares (as applicable) shall have specifically waived his rights, issue to each holder of Preferred Ordinary B-1 Shares and/or Preferred Ordinary C-1 Shares (as applicable) (the "**Exercising Investor**") a number of new Preferred Ordinary B-1 Shares or Preferred Ordinary C-1 Shares (as applicable) determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 17.3 (the "**Anti-Dilution Shares**"):

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

Where:

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

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

SIP = Relevant Issue Price

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

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

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

Z = the number of Preferred Ordinary B-1 Shares or Preferred Ordinary C-1 Shares (as applicable) held by the Exercising Investor prior to the Relevant Qualifying Issue.

17.2 The Anti-Dilution Shares shall:

17.2.1 be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or an Investor Majority shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 17.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 17.1 or this Article 17.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investor; and

17.2.2 subject to the payment of any cash payable pursuant to Article 17.2.1 (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing Preferred Ordinary B-1 Shares or Preferred Ordinary C-1 Shares (as applicable), within five Business Days of the expiry of the offer being made by the Company to the Exercising Investor and pursuant to Article 17.2.1.

17.3 In the event of any Bonus Issue or Reorganisation, the Preferred Ordinary B-1 Share Issue Price and/or Preferred Ordinary C-1 Share Issue Price (as applicable) shall also be subject to adjustment on such basis as may be agreed by the Company with an Investor Majority within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and an Investor Majority cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

17.4 For the purposes of this Article 17 any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

18. Co-Sale right

18.1 No transfer (other than a Permitted Transfer) of any of the Equity Shares may be registered unless a Shareholder (a "**Selling Member**") shall have observed the following procedures of this Article.

18.2 After the Selling Member has gone through the pre-emption process set out in Article 10, the Selling Member shall give to each other Shareholder not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

18.2.1 the identity of the proposed purchaser (the "**Buyer**");

18.2.2 the price per Share which the Buyer is proposing to pay, being a price equal to the price set out in any Transfer Notice;

18.2.3 the manner in which the consideration is to be paid;

18.2.4 the number of Equity Shares which the Selling Member proposes to sell; and

18.2.5 the address where the counter-notice referred to in Article 18.3 should be sent.

18.3 Each holder of Equity Shares shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Member that he wishes to sell a certain number of his Shares at the proposed sale price, by sending a counter-notice which shall specify the number of Equity Shares which such other Shareholder wishes to sell. The maximum number of Equity Shares which each such Shareholder can sell under this procedure shall be:

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

where:

X is the number of Equity Shares held by the other Shareholder in question;

Y is the total number of Equity Shares;

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

Any other Shareholder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that he does not wish to sell any Shares.

18.4 Following the expiry of five Business Days from the date the other Shareholders shall be deemed to have received the Co-Sale Notice in accordance with Article 26, the Selling Member shall be entitled to sell to the Buyer on the terms notified to the other Shareholders a number of Equity Shares not exceeding the number specified in the Co-Sale Notice less any Shares which the other Shareholders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the other Shareholders the number of Equity Shares they have respectively indicated they wish to sell on the same terms as those obtained by the Selling Member from the Buyer.

18.5 No sale by the Selling Member shall be made pursuant to any Co-Sale Notice more than three months after the date of service of the Co-Sale Notice.

- 18.6 Without prejudice to Article 18.2, sales made by other Shareholders under a Co-Sale Notice in accordance with this Article 18 shall not be subject to Article 10.

19. Mandatory Offer

- 19.1 Except in the case of Permitted Transfers and transfers pursuant to Article 12, after going through the pre-emption procedure in Article 10, the provisions of Article 19.2 will apply if:
- 19.1.1 one or more Sellers propose to transfer, in one or a series of related transactions, any Equity Shares which would, if put into effect, result in any person (together with his Associates and persons Acting in Concert with him) acquiring a Controlling Interest in the Company;
 - 19.1.2 one or more Sellers propose to transfer, in one or a series of related transactions, any Equity Shares which would, if put into effect, result in an Industrial Acquirer (other than FSVL, an FSVL Associate, CNP or each of their respective Permitted Transferees) acquiring more than 50% of the Company, unless the Founders and an Investor Majority agree that Article 19.2 should not apply; or
 - 19.1.3 a Founder proposes to transfer, in one of a series of related transactions, more than 30% of his Shares in the Company held immediately after Fourth Completion to a bona fide third party other than a Permitted Transferee (each such transfer, a "**Proposed Transfer**", and each such transferee(s), a "**Proposed Purchaser**").
- 19.2 A Seller must, before making a Proposed Transfer, procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other holders of Equity Shares and Reward Shares to acquire all of the Equity Shares and Reward Shares for a consideration per Share the value of which is at least equal to the Specified Price (as defined in Article 19.7).
- 19.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 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**").
- 19.4 If any other holder of Equity Shares or Reward Shares is not given the rights accorded him by this Article, the Seller will not be entitled to complete the sale of the Proposed Sale Shares and the Company will not register any transfer intended to carry that sale into effect.
- 19.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 19.6 The Proposed Transfer is subject to the pre-emption provisions of Article 10 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 10.
- 19.7 For the purpose of this Article:
- 19.7.1 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:
 - (a) in the Proposed Transfer; or

- (b) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer, plus an amount equal to the Relevant Sum, as defined in Article 19.7.2, of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the "**Supplemental Consideration**") 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 Articles 4 and 5;

19.7.2 Relevant Sum = C / A

where:

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

C = the Supplemental Consideration.

20. Drag-along

- 20.1 Subject to Article 20.2, if the holders of at least 60% of the Equity Shares (the "**Selling Shareholders**") wish to transfer at least 95% of their interest in Shares (the "**Sellers' Shares**") to a bona fide purchaser on arm's length terms (the "**Proposed Purchaser**"), the Selling Shareholders shall have the option (the "**Drag Along Option**") to compel each of the other holders of Shares (the "**Called Shareholders**") to sell and transfer the legal and beneficial title to all of their Shares (the "**Called Shares**") to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article 20. If the Drag Along Option is exercised, the Nominees shall be required to procure that the Crowd Share Holders and the Reward Share Holders transfer the beneficial title to all of their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Article 20.
- 20.2 If the consideration per Preferred Ordinary C-1 Share, or per Ordinary Share into which such Preferred Ordinary C-1 Share may have been converted in accordance with Article 16, is less than two times the Preferred Ordinary C-1 Share Issue Price then the Drag Along Option may only be exercised with the consent of CNP, OC, Breega and FSVL.
- 20.3 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company (which the Company shall immediately send to the Called Shareholders by email without delay) at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify:
 - 20.3.1 that the Called Shareholders are required to transfer all their Called Shares under this Article 20,
 - 20.3.2 the person to whom they are to be transferred,
 - 20.3.3 the consideration for which the Called Shares are to be transferred (which may be cash or non-cash consideration or a combination of both and which shall be calculated or determined in accordance with this Article 20);

- 20.3.4 the proposed date of transfer; and
- 20.3.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the "**Sale Agreement**"), (and, in the case of Articles 20.3.2 to 20.3.4 above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice).
- 20.4 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 20.5 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Purchaser to the Selling Shareholders and the Called Shareholders were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Article 5 (the "**Drag Consideration**"). Where the consideration (or any part thereof) is non-cash consideration, any valuation of such consideration applicable to the consideration payable to the Selling Shareholders shall also be applicable to the consideration payable to the Called Shareholders. The Drag Consideration may be subject to adjustment (on the basis of completion accounts or another similar mechanisms) on the same terms as the consideration payable to the Selling Shareholders.
- 20.6 No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms unless such terms are (a) specifically provided for in this Article 20; or (b) apply equally (or on a substantially equivalent basis) to each Selling Shareholder that holds the same class of Shares (excluding for such purpose, in the case of Ordinary Shares only, any Founder or Employee who has agreed to alternative or additional terms not applicable to other Ordinary Shareholders).
- 20.7 Within five Business Days of the Company serving a Drag Along Notice on the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the "**Drag Completion Date**"), the Called Shareholders shall deliver:
- 20.7.1 stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct;
- 20.7.2 the relevant share certificate(s) (or an indemnity for lost certificate in a form acceptable to the Directors) to the Company; and
- 20.7.3 a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the "**Drag Documents**").
- 20.8 In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, a Called Shareholder shall be obliged to undertake to transfer his Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) on receipt of the Drag Consideration when due and:

- 20.8.1 may be required to accept that some or all of the Drag Consideration will be paid as deferred consideration, provided that the Called Shareholders shall receive any Drag Consideration due to them no later than the Selling Shareholders;
 - 20.8.2 may be required to make a contribution towards any escrow, retention of consideration or similar arrangement on the same basis as the Selling Shareholders, on a pro-rata basis to their respective entitlement to the Drag Consideration;
 - 20.8.3 shall be required to provide representations and warranties related to capacity, authority, ownership and the ability to convey title to the Called Shares, including, but not limited to, representations and warranties that the Called Shareholder holds all right, title and interest in and to the Called Shares such Called Shareholder purports to hold, free and clear of all encumbrances, on a several and not joint basis with any other person;
 - 20.8.4 shall not be required to give any other warranties or indemnities.
- 20.9 On receipt by the Company of the amounts they are due pursuant to Article 20.5, and subject to Article 20.4, the Company shall pay the Called Shareholders, on behalf of the Proposed Purchaser, to the extent that the Company has received these amounts in cleared funds from the Proposed Purchaser. The Company's receipt for the amounts due pursuant to Article 20.5 shall be a good discharge to the Proposed Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 20.5 in trust for the Called Shareholders without any obligation to pay interest.
- 20.10 To the extent that the Proposed Purchaser has not, on the Drag Completion Date, put the Company in funds to pay the amounts due pursuant to Article 20.5 or, in the case of any non-cash consideration, to the extent the Proposed Purchaser has not made available or settled such non-cash consideration or satisfied the Board that the Proposed Purchaser is in a position to issue, pay, transfer or otherwise settle such non-cash consideration, the Called Shareholders shall be entitled to the return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 20 in respect of the relevant Drag Along Notice (without prejudice to any party's right to serve a further Drag Along Notice at any time thereafter).
- 20.11 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 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 20 and the Directors shall, if requested by the Proposed Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Proposed Purchaser to the extent the Proposed Purchaser has, by the Drag Completion Date:
- 20.11.1 paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him and/or
 - 20.11.2 in the case of any non-cash consideration, has otherwise made available or settled such non-cash consideration or has satisfied the Board that the Proposed Purchaser is in a position to issue, pay, transfer or otherwise settle such non-cash consideration,
- The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the amount due to him pursuant to Article 20.5.

- 20.12 Any transfer of Shares to a Proposed Purchaser (or as that purchaser may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 10.
- 20.13 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this Article shall apply to the New Shareholder with any necessary changes.

21. Alternate Directors

- 21.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the "**Appointer**") may appoint any director or any other person as he thinks fit to be his alternate Director to:

21.1.1 exercise that Director's powers; and

21.1.2 carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointer.

The appointment of an alternate Director shall not require approval by a resolution of the Directors but in the case of a Founder appointing an alternate shall require the consent of the Investor Directors.

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

- 21.3 The notice must:

21.3.1 identify the proposed alternate; and

21.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

- 21.4 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 Appointer.

- 21.5 Except as these Articles specify otherwise, alternate directors:

21.5.1 are deemed for all purposes to be Directors;

21.5.2 are liable for their own acts and omissions;

21.5.3 are subject to the same restrictions as their Appointers; and

21.5.4 are not deemed to be agents of or for their Appointers,

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

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

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

21.6.2 may sign a Directors' written resolution (but only if his Appointer 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.

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

21.8 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 Appointer's remuneration as the Appointer may direct by notice in writing made to the Company.

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

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

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

21.9.3 on the death of the alternate's Appointer; or

21.9.4 when the alternate's Appointer's appointment as a Director terminates.

22. Appointment of Directors and Observers

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

22.1.1 for such time as any Founder and his Permitted Transferees hold not less than five per cent of the Equity Shares and such Founder is an employee of the Company, he shall be entitled, by notice in writing to the Company, to be appointed to act as a Director;

22.1.2 for such time as FSVL and its Permitted Transferees in aggregate hold:

(a) not less than 10% of the fully diluted share capital of the Company (excluding the Reward Shares) and hold at least 400,000 Shares (subject to adjustment to take account of any Bonus Issue or Reorganisation), FSVL shall be entitled to nominate one person to act as a Director;

(b) not less than 3% of the fully diluted share capital of the Company (excluding the Reward Shares) and 140,000 Shares (subject to adjustment to take account of any

Bonus Issue or Reorganisation), FSVL shall have the right to appoint an observer to the Board; and

- (c) subject to the Act, on any resolution to remove the FSVL Director, the Shares held by FSVL shall (if they would otherwise carry fewer votes) together carry one vote in excess of 50% of all the votes then exercisable, and if any such FSVL Director is removed under section 168 of the Act or otherwise, FSVL may reappoint him or any other person as the FSVL Director;

22.1.3 for such time as the Qualifying Shares comprise at least 10% of the fully diluted share capital of the Company (excluding the Reward Shares), the Series C Director Majority shall be entitled to nominate, by notice in writing to the Company, one person to act as a Director;

22.1.4 for such time as CNP and its Permitted Transferees hold more than 3 per cent of the fully diluted share capital of the Company (excluding the Reward Shares) and retain at least 140,000 Shares (subject to adjustment to take account of any Bonus Issue or Reorganisation), CNP shall be entitled to, where a Related Person of CNP is not the Series C Director or where a Related Person of CNP has been appointed as the Series C Director but is unable to attend a meeting of the Board and/or any committee thereof, nominate one person to act as an observer to attend, but not to vote at, meetings of the Board or any committee thereof; and

22.1.5 for such time as Breega and its Permitted Transferees hold more than 3 per cent of the fully diluted share capital of the Company (excluding the Reward Shares) and retain at least 140,000 Shares (subject to adjustment to take account of any Bonus Issue or Reorganisation), Breega shall be entitled to, where a Related Person of Breega is not the Series C Director or where a Related Person of Breega has been appointed as the Series C Director but is unable to attend a meeting of the Board and/or any committee thereof, nominate one person to act as an observer to attend, but not to vote at, meetings of the Board or any committee thereof.

22.2 Any Shareholder who is entitled to nominate an Investor Director or observer in accordance with Article 22.1.2 or Article 22.1.4 shall be entitled to remove such Investor Director or observer at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place.

22.3 An appointment or removal of a Director under Article 22.1 or Article 22.2 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.

22.4 Each Investor Director and any observer shall be entitled at his request to be appointed to, or observe (as applicable) any committee of the Board established from time to time and the board of directors of any subsidiary undertaking.

22.5 The number of Directors shall be no more than five and no less than two.

23. Disqualification of Directors

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

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

23.1.2 in the case of Directors other than an Investor Director, if a majority of his co- Directors serve notice on him in writing, removing him from office.

24. Proceedings of Directors

24.1 The quorum for Directors' meetings shall be two Directors who must include a Founder (to the extent that a Founder is entitled to be appointed as a Director pursuant to Article 22.1.1) and the FSVL Director (to the extent that FSVL is entitled to appoint a Director pursuant to Article 22.1.2(a)). 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 that meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.

24.2 *In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and, subject to Article 24.1, 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.*

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

24.4 The Directors shall receive at least 3 business days' notice of any meeting of the Board or committee thereof. 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.

24.5 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

24.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote.

24.7 The chairman of the Board shall be appointed and removed by a majority vote of the Board and the person appointed as the chairman may be an executive director of the Company but only for so long as an Investor Majority does not require the position of the chairman to be held by a non-executive director. Article 12 of the Model Articles shall be modified accordingly.

24.8 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.

25. Directors' interests

Specific interests of a Director

25.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:

25.1.1 where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;

25.1.2 where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;

25.1.3 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;

25.1.4 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;

25.1.5 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;

25.1.6 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or

25.1.7 any other interest authorised by ordinary resolution.

Interests of an Investor Director

25.2 In addition to the provisions of Article 25.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor

(including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- 25.2.1 an Investor and any Member of the same Group as that Investor;
- 25.2.2 a Fund Manager which advises or manages an Investor;
- 25.2.3 any of the funds advised or managed by a Fund Manager who advises or manages an Investor from time to time; or
- 25.2.4 another body corporate or firm in which a Fund Manager who advises or manages an Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

Interests of which a Director is not aware

- 25.3 For the purposes of this Article 25, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 25.4 In any situation permitted by this Article 25 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

- 25.5 Subject to Article 25.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

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

- (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 25.7 and 25.8, so far as is permitted by law, in respect of such Interested Director;

- 25.5.2 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 25.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 25.

Terms and conditions of Board authorisation for an Investor Director

- 25.6 Notwithstanding the other provisions of this Article 25, it shall not be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 25.8.

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

- 25.7 Subject to Article 25.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 25), 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:

25.7.1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or

25.7.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

- 25.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 25.7 shall apply only if the conflict arises out of a matter which falls within Article 25.1 or Article 25.2 or has been authorised under section 175(5)(a) of the Act

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

- 25.9 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:

25.9.1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and

25.9.2 excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director to declare an interest

- 25.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 25.1 or Article 25.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

25.10.1 falling under Article 25.1.7;

25.10.2 , 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

25.10.3 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

25.11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 25.

25.12 For the purposes of this Article 25:

25.12.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;

25.12.2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director;

25.12.3 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

26. Notices

26.1 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:

26.1.1 in hard copy form;

26.1.2 in electronic form; or

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

26.2 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 26.

Notices in hard copy form

26.3 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):

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

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

- 26.3.3 in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or
 - 26.3.4 in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or
 - 26.3.5 to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
 - 26.3.6 where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.
- 26.4 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:
- 26.4.1 if delivered, at the time of delivery;
 - 26.4.2 if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.
- Notices in electronic form*
- 26.5 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:
- 26.5.1 if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
 - 26.5.2 if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 26.3; or
 - 26.5.3 be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify:
 - (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.
- 26.6 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
- 26.6.1 if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
 - 26.6.2 if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
 - 26.6.3 if delivered in an electronic form, at the time of delivery; and

26.6.4 if sent by any other electronic means as referred to in Article 26.5.3, at the time such delivery is deemed to occur under the Act.

- 26.7 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

Notice by means of a website

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

General

- 26.9 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.
- 26.10 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).

27. Indemnities and insurance

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

27.1.1 every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no Director or any associated company is indemnified by the Company against:

- (a) any liability incurred by the director to the Company or any associated company; or
- (b) 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
- (c) any liability incurred by the director:
 - (i) in defending any criminal proceedings in which he is convicted;
 - (ii) 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

- (iii) 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 27.1.1(a), 27.1.1(b) and 27.1.1(c) applying;

- 27.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

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

28. Authority to capitalise and appropriation of capitalised sums

- 28.1 The Board, with Investor Majority Consent, may, if authorised to do so by an ordinary resolution:
 - 28.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - 28.1.2 appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to such Shareholders or other persons and in such proportions as the Board may in their absolute discretion deem appropriate (the "**Persons Entitled**").
- 28.2 Article 36 of the Model Articles shall not apply to the Company.
- 28.3 Capitalised Sums may be applied on behalf of such Persons Entitled and in such proportions as the Board may (in its absolute discretion) deem appropriate.
- 28.4 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Persons Entitled or as they may direct
- 28.5 Subject to the Articles the Board, with Investor Majority Consent, may:
 - 28.5.1 apply Capitalised Sums in accordance with Articles 28.3 and 28.4 partly in one way and partly another;
 - 28.5.2 make such arrangements as they think fit to deal with Shares becoming distributable in fractions under this Article 28; and

- 28.5.3 authorise any person to enter into an agreement with the Company on behalf of all of the Persons Entitled which is binding on them in respect of the allotment of Shares under this Article 28.