

Company number: 09750608

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

STREETTEAM SOFTWARE LIMITED

(Adopted by a special resolution passed on 2 September 2016 and amended by special resolutions passed on 9 August 2017, 18 June 2019, 30 July 2019, 29 May 2020, 28 July 2020, 24 June 2021, 2 September 2021 and 20 December 2021)

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NEW

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of

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PART 1

Introduction

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.

PART 2

Special Provisions

1. **Employee Shareholder Provisions**

- 1.1 All voting rights attached to Founder's Shares held by a Founder or by any Permitted Transferee of that Founder (the "**Restricted Member**"), if any, shall, if he becomes a Bad Leaver at the time he ceases to be an Employee be suspended unless the Board and the Investor Majority notify him otherwise.
- 1.2 Any Founder's Shares whose voting rights are suspended pursuant to Article 1.1 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 1.1 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.
- 1.3 The Board (acting by Investor Majority Board Consent) may from time to time agree contractually binding provisions with Employees as to the status of Employee Shares should any given Employee cease to be an Employee. Without prejudice to the generality of the foregoing, such provisions may include (i) the conversion of some or all of the Employee Shares into Deferred Shares; (ii) the suspension or cessation of some or all of the rights attaching to the Employee Shares; (iii) the deemed service of a Transfer Notice in respect of the Employee Shares in question and/or (iv) such

variation to the Priority Rights as the Board may consider appropriate. For the avoidance of doubt, these shall include contractually binding provisions agreed with Employees prior to the Date of Adoption.

- 1.4 Any Employee Shares that are subject to conversion into Deferred Shares in accordance with Article 1.3 shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Employee Share subject to conversion) on the Effective Termination Date. Upon such conversion into Deferred Shares, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Employee (and his Permitted Transferees) shall deliver to the Company at its registered office the share certificates (to the extent not already in the possession of the Company), or an indemnity for lost certificate in a form acceptable to the Board, for the Employee Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferees) share certificates for the number of Deferred Shares resulting from the relevant conversion and any remaining Employee Shares.
- 1.5 Any employee Shares whose voting rights are suspended in accordance with Article 1.3 ("**Restricted Employee Shares**") shall confer on the holder of Restricted Employee Shares the right to receive a notice of an attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended in accordance with Article 1.3 shall be automatically restored immediately prior to an IPO. If any individual transfers any Restricted Employee Shares in accordance with these Articles all voting rights attached to the Restricted Employee 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.

2. Appointment of Directors

- 2.1 Article 17(1) of the Model Articles shall not apply to the Company.
- 2.2 For so long as a Founder and / or his Permitted Transferee(s) holds Equity Shares from time to time and such Founder is and continues to be an employee of the Group, that Founder shall have the right to appoint and maintain in office such natural person as that Founder may from time to time nominate as a Director (and appointed as a member of each and any committee of the Board and to any board of directors for any Subsidiary Undertaking) and to remove any Director so appointed and, upon his removal whether by that Founder or otherwise, to appoint another Director in his place, provided that:
 - (a) to the extent the combined Founder holdings, direct and indirect, of Equity Shares and options to acquire Equity Shares, represent less than 5% of the fully diluted Equity Shares outstanding and, to the extent one of the Founders ceases to be an employee of the Group, that Founder shall relinquish his director rights and resign as a director or procure the resignation of the relevant director; and
 - (b) if both Founders cease to be employees of the Group, they will share a director seat for as long as they hold (including any options granted to them over Equity Shares) more than 3% of the fully diluted Equity Shares.

Appointment and removal of a Founder Director under Article 2.2 shall be by written notice from the appointing Founder to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

- 2.3 For so long as the Founders (or either of them) and / or their Permitted Transferee(s) hold Equity Shares, the Founders who are employees of the Group shall have the right:
 - (a) to appoint and maintain in office such natural person as the Founders who are employees of the Group may from time to time nominate as a Director (and appointed as a member of each and any committee of the Board and to any board of directors for any Subsidiary

Undertaking) and to remove any Director so appointed and, upon his removal whether by the Founders or otherwise, to appoint another Director in his place; and

- (b) to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board and of any Subsidiary Undertaking who will be entitled to speak at any such meetings but will not be entitled to vote.

Appointment and removal of a Non-Founder Director or an observer in accordance with Article 2.3 shall be by written notice from a majority of the appointing Founders (calculated by reference to the nominal value of all Shares held by the Founders (or either of them) and / or their Permitted Transferees) to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

- 2.4 For so long as Kindred holds at least 10% of the Seed Shares in issue as at the Date of Adoption (the "**Seed Director Threshold**") Kindred shall have the right to appoint and maintain in office such natural person as Kindred may from time to time nominate as a Director (and appointed as a member of each and any committee of the Board and to any board of directors for any Subsidiary Undertaking) and to remove any Director so appointed and, upon his removal whether by Kindred or otherwise, to appoint another Director in his place.

Appointment and removal of a Seed Director in accordance with Article 2.4 shall be by written notice Kindred to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

- 2.5 Where Kindred does not hold the Seed Director Threshold or it holds the Seed Director Threshold but it does not exercise its right to appoint a director pursuant to Article 2.4, the Seed Shareholder Majority shall have the right to appoint and maintain in office such natural person as the Seed Shareholder Majority may from time to time nominate as a Director (and as a member of each any committee of the Board) and to remove any Director so appointed and, upon his removal whether by the Seed Shareholder Majority or otherwise, to appoint another director in his place.

Appointment and removal of a Seed Director in accordance with Article 2.5 shall be by written notice from a Seed Shareholder Majority, which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

- 2.6 For so long as the Molten Funds and / or their Permitted Transferee(s) hold at least 10% of the Series A Shares in issue as at the Date of Adoption (the "**Series A Director Threshold**") Molten shall have the right to appoint and maintain in office such natural person as Molten may from time to time nominate as a Director (and appointed as a member of each and any committee of the Board and to any board of directors for any Subsidiary Undertaking) and to remove any Director so appointed and, upon his removal whether by Molten or otherwise, to appoint another Director in his place.

Appointment and removal of a Series A Director in accordance with Article 2.6 shall be by written notice from Molten to the Company, which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

- 2.7 Where the Molten Entities and / or their Permitted Transferee(s) do not hold the Series A Director Threshold, the Series A Investor Majority shall have the right to appoint and maintain in office such natural person as the Series A Investor Majority may from time to time nominate as a Director (and appointed as a member of each and any committee of the Board and to any board of directors for any Subsidiary Undertaking) and to remove any Director so appointed and, upon his removal whether by the Series A Investor Majority or otherwise, to appoint another Director in his place.

Appointment and removal of a Series A Director in accordance with Article 2.7 shall be by written notice from a Series A Investor Majority to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

2.8 For so long as Northzone and / or its Permitted Transferee(s) holds at least 10% of the total number of the Series B1 Shares and Series B2 Shares together in issue as at the Date of Adoption (the "**Northzone Director Threshold**") Northzone shall have the right:

- (a) to appoint and maintain in office such natural person as Northzone may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his removal whether by Northzone or otherwise, to appoint another Director in his place; and
- (b) to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but will not be entitled to vote.

2.9 For so long as Backed and / or their respective Permitted Transferee(s) holds either (i) not less than 10% of the Series B1 Shares in issue as at 27 May 2020 or (ii) not less than 10% of the Seed Shares in issue as at 27 May 2020 (the "**Backed Director Threshold**") Backed shall have the right to appoint and maintain in office such natural person as they may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to jointly remove any Director so appointed and, upon his removal whether by them or otherwise, to appoint another Director in his place.

2.10 Where:

- (a) Northzone and / or its Permitted Transferee(s) does not hold the Northzone Director Threshold; or
- (b) Backed and/or its respective Permitted Transferee(s) do not hold the Backed Director Threshold; or
- (c) neither Northzone and / or its Permitted Transferee(s) holds the Northzone Director Threshold nor Backed and/or its respective Permitted Transferee(s) hold the Backed Director Threshold,

the Series B Investor Majority shall have the right to appoint and maintain in office such natural person as the Series B Investor Majority may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his removal whether by the Series B Investor Majority or otherwise, to appoint another Director in his place.

2.11 For so long as Sienna Coinvest and/ or their respective Permitted Transferees hold not less than 10 per cent of the Series B3 Shares immediately following Initial Completion (as defined in a subscription agreement relating to the Company entered into on or about 28 May 2020) (the "**Sienna Coinvest Director Threshold**"), Sienna Coinvest shall have the right to appoint and maintain in office such natural person as they may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon his removal whether by the or otherwise, to appoint another Director in his place.

2.12 Appointment and removal of a director in accordance with Article 2.8, 2.9, 2.10 or Article 2.11 (as applicable) shall be by written notice from:

- (a) in the case of Article 2.8, Northzone to the Company;
- (b) in the case of Article 2.9, Backed to the Company;
- (c) in the case of Article 2.10 **Error! Reference source not found.**, a Series B Investor Majority; and
- (d) in the case of Article 2.11, Sienna to the Company,

which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

2.13 The Board (with Investor Majority Consent) shall have the right to appoint and maintain in office:

- (a) up to three persons to act as a non-executive Director from time to time (an "**Independent Director**"); and
- (b) one person to act as an executive or non-executive Director from time to time, such person to act as chair of the Board (the "**Independent Chairperson**").

(and, in each case, appointed as a member of each and any committee of the Board and to any board of directors for any Subsidiary Undertaking). Subject to Article 2.14, the appointment or removal of an Independent Director or Independent Chairperson under Article 2.13 will take effect at and from the later of: (i) the relevant resolution being passed by the Board; and (ii) the relevant Investor Majority Consent being received at the registered office of the Company or produced to a meeting of the Board.

2.14 An Independent Director or Independent Chairperson appointed pursuant to Article 2.13 may also be removed by the Investors acting by Investor Majority Consent. Any such removal pursuant to this Article 2.14 will take effect at and from the time when the relevant Investor Majority Consent is received at the registered office of the Company or produced to a meeting of the Board.

3. **Pre-emption Rights (New issues of Shares)**

3.1 Unless otherwise agreed with the prior written consent of the Major Investors, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all Major Investors on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares or other securities convertible into Shares (as if the Shares constituted one and the same class) held by those holders on a Fully Diluted basis (as nearly as may be without involving fractions). Any New Securities not taken up by the Major Investors pursuant to this Article 3.1 shall subsequently be offered to the Equity Shareholders (other than the Major Investors) on the same basis as the New Securities were offered to the Major Investors (each offer being a "**New Securities Offer**").

3.2 The provisions of Articles 20.2 to 20.8 (Allotment of new shares or other securities: pre-emption) shall apply to each New Securities Offer and the term "**Subscribers**" as used in Articles 20.2 to 20.8 shall be construed accordingly.

4. **Pre-emption Rights (Transfers of Shares)**

Sale Shares (as defined in Article 23.2(a)) which a Shareholder wishes to transfer in accordance with Articles 23 (Transfers of Shares subject to pre-emption rights) shall be offered pursuant to Article 23.6 on the basis set out in Article 23.6 (Transfers of Shares subject to pre-emption rights).

5. **Selling Shareholders**

5.1 In Article 13.4 (Exit Provisions), Article 28 (Drag-along) and Article 30 (New Holding Company), the "**Selling Shareholders**" shall mean:

- (a) the holders of more than 50% of the Equity Shares in issue for the time being; and
- (b) where the terms of the offer by the Drag Purchaser or the Proposed Exit (as the case may be) are such that the price per share is not equal to or greater than two times the Starting Price for a class of shares, the consent of the majority of shareholders in that relevant class of shares shall also be required,

e.g. where the price per share is not equal to or greater than twice the B Starting Price then the consent of the Series B Investor Majority shall be required as part of the Selling Shareholders

6. Co-Sale

In Article 27 (Co-Sale right), an **"Equity Holder"** shall mean a Major Investor who has not taken up their pre-emptive rights under Article 23 (Transfers of Shares subject to pre-emption rights).

7. Liquidation Preference

7.1 For the purposes of Article 14 (Exit Provisions), the Proceeds of Sale (for the purposes of Article 14.1), or the surplus assets (for the purposes of Article 14.2 or Article 14.3) shall be distributed as follows (subject to the provisions of Article 17.2):

- (a) first, in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares);
- (b) second, in paying a sum equal to £X plus £100 (where X is an amount equal to the aggregate Series C Subscription Amount of all of the Series C Shares in issue at the relevant time) to be distributed as to 0.001% (the **"First Deduction"**) to the holders of the Ordinary Shares and Seed Shares and Series AB Shares and Series B3 Shares pro rata according to the number of Ordinary Shares and Seed Shares and Series AB Shares and Series B3 Shares held by them and as to the balance to the holders of the Series C Shares pro rata to amounts paid up on their respective Series C Shares, provided that if there are insufficient Proceeds of Sale or surplus assets to pay the amounts per Series C Share equal to the Series C Subscription Amount and the First Deduction, the remaining Proceeds of Sale or surplus assets shall be distributed as to the First Deduction to the holders of the Ordinary Shares and Seed Shares and Series AB Shares and Series B3 Shares pro rata according to the number of Ordinary Shares and Seed Shares and Series AB Shares and Series B3 Shares held by them and as to the balance to the holders of the Series C Shares pro rata to amounts paid up on their respective Series C Shares;
- (c) third, in paying a sum equal to £X plus £100 (where X is an amount equal to the aggregate Series B3 Subscription Amount of all of the Series B3 Shares in issue at the relevant time) to be distributed as to 0.001% (the **"Second Deduction"**) to the holders of the Ordinary Shares and Seed Shares and Series AB and Series C Shares pro rata according to the number of Ordinary Shares and Seed Shares and Series AB Shares and Series C Shares held by them and as to the balance to the holders of the Series B3 Shares pro rata to amounts paid up on their respective Series B3 Shares, provided that if there are insufficient Proceeds of Sale or surplus assets to pay the amounts per Series B3 Share equal to the Series B3 Subscription Amount and the Second Deduction, the remaining Proceeds of Sale or surplus assets shall be distributed as to the Second Deduction to the holders of the Ordinary Shares and Seed Shares and Series AB Shares and Series C Shares pro rata according to the number of Ordinary Shares and Seed Shares and Series AB Shares and Series C Shares held by them and as to the balance to the holders of the Series B3 Shares pro rata to amounts paid up on their respective Series B3 Shares;
- (d) fourth, in paying a sum equal to £X plus £100 (where X is an amount equal to the aggregate Series AB Subscription Amount of all of the Series AB Shares in issue at the relevant time) to be distributed as to 0.001% (the **"Third Deduction"**) to the holders of the Ordinary Shares and Seed Shares and Series B3 Shares and Series C Shares pro rata according to the number of Ordinary Shares and Seed Shares and Series B3 Shares and Series C Shares held by them and as to the balance to the holders of the Series AB Shares, pro rata to amounts paid up on their respective Series AB Shares provided that if there are insufficient Proceeds of Sale or surplus assets to pay the amounts per Series AB Share equal to the Series AB Subscription Amount and the Third Deduction, the

remaining Proceeds of Sale or surplus assets shall be distributed as to the Third Deduction to the holders of the Ordinary Shares and Seed Shares and Series B3 Shares and Series C Shares pro rata according to the number of Ordinary Shares and Seed Shares and Series B3 Shares and Series C Shares held by them and as to the balance to the holders of the Series AB Shares pro rata to amounts paid up on their respective Series AB Shares;

- (e) fifth, in paying a sum equal to £X plus £100 (where X is an amount equal to the aggregate Seed Preference Amount of all of the Seed Shares in issue at the relevant time) to be distributed as to 0.001% (the "**Fourth Deduction**") to the holders of the Ordinary Shares and Series AB Shares and Series B3 Shares and Series C Shares pro rata according to the number of Ordinary Shares and Series AB Shares and Series B3 Shares and Series C Shares held by them and as to the balance to the holders of the Seed Shares pro rata to amounts paid up on their respective Seed Shares provided that if there are insufficient Proceeds of Sale or surplus assets to pay the amounts per Seed Share equal to the Seed Preference Amount and the Fourth Deduction, the remaining Proceeds of Sale or surplus assets shall be distributed as to the Fourth Deduction to the holders of the Ordinary Shares and Series AB Shares and Series B3 Shares and Series C Shares pro rata according to the number of Ordinary Shares and Series AB Shares and Series B3 Shares and Series C Shares held by them and as to the balance to the holders of the Seed Shares pro rata to amounts paid up on their respective Seed Shares; and
- (f) sixth, the balance of the Proceeds of Sale or surplus assets (if any) shall be distributed:
 - (i) with £100 to be paid to all holders of Equity Shares pro rata to the number of Equity Shares held; and
 - (ii) otherwise, to the holders of Ordinary Shares (including any Ordinary Shares arising from conversion of Series C Shares and/or Series B Shares and/or Series A Shares and/or Seed Shares pursuant to Article 17 (Conversion of Shares)) Shares pro rata to the number of Ordinary Shares held.

8. Anti-Dilution Protection

Series C Shares

- 8.1 Subject to Article 8.17, if New Securities are issued by the Company at a price per New Security which equates to less than the C Starting Price (a "**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 the Series C Investor Majority shall have specifically waived the rights of all of the holders of Series C Shares, issue to each holder of Series C Shares (the "**Exercising C Investor**") a number of new Series C Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 8.6 (the "**Anti-Dilution C Shares**"):

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

Where:

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

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

SIP = C Starting 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 C Qualifying Issue

QISP = the lowest per share price of the New Securities issued pursuant to the C 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 C Qualifying Issue

Z = the number of Series C Shares held by the Exercising C Investor prior to the C Qualifying Issue.

8.2 The Anti-Dilution C Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising C Investors shall agree otherwise, in which event the Exercising C Investors shall be entitled to subscribe for the Anti-Dilution C Shares in cash at par (being the par value approved in advance by Investor Majority Board Approval) and the entitlement of such Exercising C Investors to Anti-Dilution C Shares shall be increased by adjustment to the formula set out in Article 8.4 so that the Exercising C 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 C Investor as to the effect of Article 8.4 or this Article 8.5, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution C 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 C Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 8.5(a) (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing Series C Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising C Investor and pursuant to Article 8.2(a).

8.3 In the event of any Bonus Issue or Reorganisation, the C Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with the Series C Investor Majority or within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Series C 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.

Series B3a Shares

8.4 Subject to Article 8.17, if New Securities are issued by the Company at a price per New Security which equates to less than the B3a Starting Price (a "**B3a 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 the Series

B3a Investor Majority shall have specifically waived the rights of all of the holders of Series B3a Shares, issue to each holder of Series B3a Shares (the "**Exercising B3a Investor**") a number of new Series B3a Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 8.6 (the "**Anti-Dilution B3a Shares**"):

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

Where:

N= Number of Anti-Dilution B3a Shares to be issued to the Exercising B3a Investor

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

SIP = B3a Starting 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 B3 Qualifying Issue

QISP = the lowest per share price of the New Securities issued pursuant to the B3a 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 B3 Qualifying Issue

Z = the number of Series B3a Shares held by the Exercising B3a Investor prior to the B3 Qualifying Issue.

8.5 The Anti-Dilution B3a Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising B3a Investors shall agree otherwise, in which event the Exercising B3a Investors shall be entitled to subscribe for the Anti-Dilution B3a Shares in cash at par (being the par value approved in advance by Investor Majority Board Approval) and the entitlement of such Exercising B3a Investors to Anti-Dilution B3a Shares shall be increased by adjustment to the formula set out in Article 8.4 so that the Exercising B3a 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 B3a Investor as to the effect of Article 8.4 or this Article 8.5, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution B3a 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 B3a Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 8.5(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Series B3 Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising B3a Investor and pursuant to Article 8.5(a).

For the avoidance of doubt, neither of the Series B3b Shares nor the Series B3c Shares shall have any entitlement to any Anti-Dilution B3a Shares or any other anti-dilution right set out in this Article 8 in any circumstances.

- 8.6 In the event of any Bonus Issue or Reorganisation, the B3a Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with the Series B3a Investor Majority or within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Series B3a 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.

Series B3c Shares

- 8.7 Subject to Article 8.17, if New Securities are issued by the Company at a price per New Security which equates to less than the B3c Starting Price (a "**B3c 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 the Series B3c Investor Majority shall have specifically waived the rights of all of the holders of Series B3c Shares, issue to each holder of Series B3c Shares (the "**Exercising B3c Investor**") a number of new Series B3c Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 8.6 (the "**Anti-Dilution B3c Shares**"):

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

Where:

N= Number of Anti-Dilution B3c Shares to be issued to the Exercising B3c Investor

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

SIP = B3c Starting 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 B3c Qualifying Issue

QISP = the lowest per share price of the New Securities issued pursuant to the B3c 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 B3c Qualifying Issue

Z = the number of Series B3c Shares held by the Exercising B3c Investor prior to the B3c Qualifying Issue.

- 8.8 The Anti-Dilution B3c Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising B3c Investors shall agree otherwise, in which event the Exercising B3c Investors shall be entitled to subscribe for the Anti-Dilution B3c Shares in cash at par (being the par value approved in advance by Investor Majority Board Approval) and the entitlement of such Exercising B3c Investors to Anti-Dilution B3c Shares shall be increased by adjustment to the formula set out in Article 8.4 so that the Exercising B3c 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 B3c Investor as to the effect of Article 8.4 or this Article 8.5, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution B3c 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 B3c Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 8.5(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Series B3c Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising B3c Investor and pursuant to Article 8.5(a).

For the avoidance of doubt, neither of the Series B3a Shares nor the B3b Shares shall have any entitlement to any Anti-Dilution B3c Shares or any other anti-dilution right set out in this Article 8 in any circumstances.

- 8.9 In the event of any Bonus Issue or Reorganisation, the B3c Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with the Series B3c Investor Majority or within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Series B3c 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.

Series B1 Shares

- 8.10 Subject to Article 8.17, if New Securities are issued by the Company at a price per New Security which equates to less than the B Starting Price (a "**B 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 the Series B Investor Majority shall have specifically waived the rights of all of the holders of Series B1 Shares, issue to each holder of Series B1 Shares (the "**Exercising B Investor**") a number of new Series B1 Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 8.12 (the "**Anti-Dilution B Shares**"):

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

Where:

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

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

SIP = B Starting 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 B Qualifying Issue

QISP = the lowest per share price of the New Securities issued pursuant to the B 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 B Qualifying Issue

Z = the number of Series B1 Shares held by the Exercising B Investor prior to the B Qualifying Issue.

8.11 The Anti-Dilution B Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising B Investors shall agree otherwise, in which event the Exercising B Investors shall be entitled to subscribe for the Anti-Dilution B Shares in cash at par (being the par value approved in advance by Investor Majority Board Approval) and the entitlement of such Exercising B Investors to Anti-Dilution B Shares shall be increased by adjustment to the formula set out in Article 8.10 so that the Exercising B 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 B Investor as to the effect of Article 8.10 or this Article 8.11, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution B 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 B Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 8.11(a) (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing Series B Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising B Investor and pursuant to Article 8.11(a).

For the avoidance of doubt, the Series B2 Shares shall have no entitlement to any Anti-Dilution B Shares or any other anti-dilution right set out in this Article 8 in any circumstances.

- 8.12 In the event of any Bonus Issue or Reorganisation, the B Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with the Series B Investor Majority or within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Series B 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.

Series A Shares

- 8.13 Subject to Article 8.17, if New Securities are issued by the Company at a price per New Security which equates to less than the A Starting Price (an "**A Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall, unless the Series A Investor Majority shall have specifically waived the rights of all of the holders of Series A Shares, issue to each holder

of Series A Shares (the "**Exercising A Investor**") a number of new Series A Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 8.15 (the "**Anti-Dilution A Shares**"):

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

Where:

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

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

SIP = Starting 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 A Qualifying Issue

QISP = the lowest per share price of the New Securities issued pursuant to the A 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 A Qualifying Issue

Z = the number of Series A Shares held by the Exercising A Investor prior to the A Qualifying Issue.

8.14 The Anti-Dilution A Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or a majority of the Exercising A Investors shall agree otherwise, in which event the Exercising A Investors shall be entitled to subscribe for the Anti-Dilution A Shares in cash at par (being the par value approved in advance by Investor Majority Board Approval) and the entitlement of such Exercising A Investors to Anti-Dilution A Shares shall be increased by adjustment to the formula set out in Article 8.13 so that the Exercising A 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 A Investor as to the effect of Article 8.13 or this Article 8.14, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution A 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 A Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 8.14(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Series A Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising A Investor and pursuant to Article 8.14(a).

- 8.15 In the event of any Bonus Issue or Reorganisation, the A Starting Price shall also be subject to adjustment on such basis as may be agreed by the Company with the Series A Investor Majority or within 10 Business Days after any Bonus Issue or Reorganisation. If the Company and the Series A 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.
- 8.16 For the purposes of this Article 8 any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution A Shares or Anti-Dilution B Shares (as the case may be) to be issued.
- 8.17 In the event of an issuance of New Securities which is a B3 Qualifying Issue, a B Qualifying Issue and an A Qualifying Issue, Articles 8.4, 8.4 and 8.13 shall apply in parallel in respect of such issue and neither the applicable Anti-Dilution A shares nor Anti-Dilution B shares nor Anti-Dilution B3a Shares shall be taken into account in determining the respective entitlements of the Exercising A Investors or Exercising B Investors or Exercising B3a Investors thereunder.
- 8.18 Any shares or securities issued upon the conversion of any debenture, warrant, option or other convertible security which has been approved by an Investor Majority or Investor Majority Board Approval (for which purposes such terms shall have the meanings given to them in the constitutional documents of the Company at the time of grant) shall constitute neither a B3 Qualifying Issue, nor a B Qualifying Issue, nor an A Qualifying Issue.
- 8.19 Any EIS Shares held by an EIS Investor shall not have the rights provided for in this Article 8.

9. Put Option

- 9.1 In the event that it is determined by the Future Fund (in its absolute discretion) that it would be prejudicial to the reputation of the Future Fund and/or the UK Government to continue holding any shares in the capital of the Company, the Future Fund shall have the option to require the Company to purchase all of the shares in the capital of the Company held by the Future Fund for an aggregate price of £1.00 at any time (the “**Put Option**”), provided that:
- (a) the Put Option shall be exercisable by irrevocable notice in writing from the Future Fund to the Company (the “**Put Option Notice**”);
 - (b) the terms of the completion of the Put Option have been authorised by a resolution of the Company;
 - (c) completion of the Put Option shall take place as soon as reasonably practicable and in any event no later than 20 Business Days following the Company's receipt of the Put Option Notice; and
 - (d) each of the shareholders of the Company and the Company shall execute, and the Company shall procure so far as it lies within its power to do so the execution of, all such documents and deeds and do all such acts and things as may be reasonably required from time to time to implement the Put Option and transfer the legal and beneficial ownership of the relevant shares being sold to the Company under this Article 9, including waiving any pre-emption rights relating to such transfer.

PART 3

General Provisions

10. Interpretation

- 10.1 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.
- 10.2 In these Articles:
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - (c) Articles 8(2), 9, 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
 - (d) reference to "**issued Shares**" of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
 - (e) reference to the "**holders**" of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise.
- 10.3 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having similar effect of an Investor Director 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 the Investors that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, such action or matter shall require the consent of the Investor entitled to appoint such director.
- 10.4 Where there is reference to Seed Shares, Series A Shares or Series B Shares or Series C 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.

11. Definitions

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

"A Qualifying Issue" has the meaning given in Article 8.13 (Anti-Dilution Protection);

"A Starting Price" means £6.58 (if applicable, adjusted as referred to in Article 8.15);

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

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

"Actions" has the meaning given in Article 14.4 (Exit provisions);

"A Ordinary Shares" means the A ordinary shares of £0.0001 each in the capital of the Company from time to time;

"Anti-Dilution A Shares" has the meaning given in Article 8.13 (Anti-Dilution Protection);

"Anti-Dilution B Shares" has the meaning given in Article 8.10 (Anti-Dilution Protection);

"Anti-Dilution B3a Shares" has the meaning given in Article 8.4 (Anti-Dilution Protection);

"Anti-Dilution B3c Shares" has the meaning given in Article 8.7 (Anti-Dilution Protection);

"Anti-Dilution C Shares" has the meaning given in Article 8.1 (Anti-Dilution Protection);

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

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

"Associate" in relation to any person means:

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

"Associated Government Entities" means;

- (a) any UK Government departments, including their executive agencies, other subsidiary bodies and other parts of UK Government;
- (b) companies wholly or partly owned by UK Government departments and their subsidiaries;
- (c) non-department public bodies, other public bodies, public corporations and their subsidiary bodies sponsored by UK Government departments; and/or
- (d) any successor to any of the entities set out in (a), (b) and (c) above or any new bodies which fall within the same criteria;

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

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

"B Qualifying Issue" has the meaning given in Article 8.10 (Anti-Dilution Protection);

"B3a Qualifying Issue" has the meaning given in Article 8.4 (Anti-Dilution Protection);

"B3c Qualifying Issue" has the meaning given in Article 8.7 (Anti-Dilution Protection);

"C Qualifying Issue" has the meaning given in Article 8.1 (Anti-Dilution Protection);

"Backed" means Backed 1 LP acting by its general partner, Backed 1 GP Limited and any of its successors, Permitted Transferees or assigns;

"Backed Director" means the director appointed in accordance with article 2.9 **Error! Reference source not found.**;

"Bad Leaver" means a Founder ceasing to be an Employee in circumstances of fraud, dishonesty or gross misconduct or where such person sets up a business which the Board reasonably regards as competing with the Company;

"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;

"B Ordinary Shares" means the non-voting B ordinary shares of £0.0001 each in the capital of the Company from time to time;

"B Starting Price" means \$13.29 (if applicable, adjusted as referred to in Article 8.12);

"B3a Starting Price" means \$6.09 (if applicable, adjusted as referred to in Article 8.6);

"B3c Starting Price" means \$11.56 (if applicable, adjusted as referred to in Article 8.9);

"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 or any consolidation or sub-division or redenomination or any repurchase or redemption of 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 20.6 (Allotment of new shares or other securities: pre-emption);

"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);

"C Ordinary Shares" means the C ordinary shares of £0.0001 each in the capital of the Company from time to time;

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

"Company" means StreetTeam Software Limited;

"Company's Lien" has the meaning given in Article 43.1 (Lien);

"Conditions" means the Series C Conversion Conditions, the Series B Conversion Conditions, the Series A Conversion Conditions and/or the Seed Conversion Conditions (as the case may require);

"Continuing Shareholders" has the meaning given in Article 23.7 (Transfers: Offer)

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

"Convertible" means any instrument that carries a right to convert into or to subscribe for, purchase or otherwise acquire shares in the capital of the Company;

"Conversion Date" means a Series B Conversion Date and/or a Series A Conversion Date and/or a Seed Conversion Date (as the case may require);

"Conversion Ratio" has the meaning given in Article 17.12 (Conversion of Shares);

"Conversion Shares" means Series C Shares and/or Series B Shares and/or Series A Shares and/or Seed Shares (as the case may require) which are to be converted into A Ordinary Shares pursuant to Article 17 (Conversion of Shares);

"C Starting Price" means the gross price paid per Series C Share upon issue to the Series C shareholder (as the case may be, and taking into account any discount applied upon issue on the terms of any convertible loan agreement or otherwise) and if applicable, adjusted as referred to in Article 8.3;

"Date of Adoption" means 2021;

"Deferred Conversion Date" means the date that the Employee Shares convert into Deferred Shares pursuant to Article 1.4 (Vesting Provisions);

"Deferred Shares" means deferred shares of £0.0001 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;

"Draper EIS Funds" means each of Draper Esprit EIS 5 and Draper Esprit EIS and any funds whether constituted as approved or unapproved EIS funds or otherwise, in each case managed or advised by Encore or Molten Ventures plc or by any Associate of Molten Ventures plc that has an interest in Shares from time to time or, as the context requires, in the future invests in Shares;

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

"EIS Investor" means any Series B Shareholder who has notified the Company in writing prior to his subscription for any share in the capital of the company that he wishes to obtain EIS Relief in respect of such share (any such share being an **"EIS Share"** and an EIS Share shall remain an EIS Share if transferred) and unless otherwise notified all subscriptions for any shares in the capital of the Company made by funds managed by Encore shall be deemed to be made on behalf of EIS Investors;

"EIS Relief" means the relief known as enterprise investment scheme relief available under Part 5 of ITA or TCGA 1992 Schedule 5B or such relief as it may be varied or replaced with from time to time;

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

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

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

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

"Employee Shares" means, in relation to an Employee, all Shares held by: (a) the Employee and (b) any Permitted Transferee of the Employee to whom the Employee has transferred such Shares other than those Shares held by those persons that the Board declares itself satisfied were not acquired directly or indirectly from the Employee or by reason of that person's relationship with the Employee;

"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);

"Encore" means Encore Ventures LLP, a limited liability partnership registered in England under number OC347590, whose registered office is 20 Garrick Street, London, WC2E 9BT;

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

"Equity Holder" has the meaning given in Article 6 (Co-Sale) for the purposes of Article 27 (Co-Sale Right);

"Equity Shareholder" means a holder of Equity Shares;

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

"Exercising A Investor" has the meaning given in Article 8.13 (Anti-Dilution Protection);

"Exercising B Investor" has the meaning given in Article 8.10 (Anti-Dilution Protection);

"Exercising B3a Investor" has the meaning given in Article 8.4 (Anti-Dilution Protection);

"Exercising B3c Investor" has the meaning given in Article 8.7 (Anti-Dilution Protection);

"Exercising C Investor" has the meaning given in Article 8.10 (Anti-Dilution Protection);

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

"Expert Valuer" is as determined in accordance with Article 24.2 (Valuation of Shares);

"Fair Value" is as determined in accordance with Article 24 (Valuation of Shares);

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

"FF CLA Lenders" shall mean the lenders who are a party to the Future Fund Agreement;

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

"Founder Directors" means the directors appointed pursuant to Article 2.2 (Appointment of Directors), and **"Founder Director"** means any one of them;

"Founders" means Callum Negus-Fancey and Liam Negus-Fancey;

"Founder's Shares" means, in relation to a Founder, all Shares held by: (a) the Founder and (b) any Permitted Transferee of the Founder to whom the Founder has transferred such Shares other than those Shares held by those persons that are declared by an Investor Majority to not have been acquired directly or indirectly from the Founder or by reason of that person's relationship with the Founder;

"Fractional Holders" has the meaning given in Article 17.17 (Conversion of Shares);

"Fully Diluted" means, at any time, the aggregate of:

- (a) the number of Equity Shares in the capital of the Company then in issue; and
- (b) the number of Equity Shares in the capital of the Company which would be in issue assuming the exercise in full of all Convertibles (whether or not, on their terms, the same are actually convertible into shares at such time) and the issue of all unissued Convertibles available in any share option scheme pool which would, when issued or exercised, result in an increase in the number of Equity Shares issued and outstanding;

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

"Future Fund" means UK FF Nominees Limited (company number 12591650) whose registered office is at t 5 Churchill Place, 10th Floor, London, England, E14 5HU;

"Future Fund Agreement" means the convertible loan agreement entered into between the Future Fund, the Company and other investors dated 27 July 2020 under which convertible loans have been granted to the Company which have been converted on or around the date of adoption of these articles;

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

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

"Holding Company" means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company provided that the constitutional documents of the new Holding Company are the same in substantive effect as the articles of association of the Company immediately prior to such acquisition (save for the fact that they apply in respect of a different company, and as to matters and modifications to reflect that the new Holding Company may be incorporated in a jurisdiction other than England and Wales);

"Institutional Investor" means a fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing;

"Investor" means each of the Series C Shareholders, Series B Shareholders, the Series A Shareholders and the Seed Shareholders;

"Investor Directors" means each of the Seed Director, the Series A Director and the Series B Directors, the Sienna Coinvest Director and **"Investor Director"** means any one of them, as the context may require;

"Investor Majority" means at least three of the following: Northzone, Molten, Kindred, Backed and Sienna;

"Investor Majority Board Approval" means the approval of a majority of the Board, including at least three of the following: the Seed Director, the Series A Director, the Northzone Director, the Backed Director, the Sienna Coinvest Director, provided that in the event that either the Northzone Director or the Backed Director is not appointed, the approval of a Series B Director appointed in accordance with Article 2.10 (Appointment of Directors) may be given instead;

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

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

"Issue Price" means, in relation to a Series C Share, a Series B Share or Series A Share, the amount paid up or credited as paid up (including any premium and with reference to any discount applied upon issue) on that Series C Share, Series B Share or Series A Share (or such other amount as may be agreed in writing in any shareholders agreement entered into from time to time between the Company and the shareholders concerned to be deemed to be the **"Issue Price"** of their shares);

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

"Kindred" means Kindred Base I SCSp and any of its successors, Permitted Transferees or assigns;

"Lansdowne" means Lansdowne Developed Markets Master Fund Limited;

"Lien Enforcement Notice" has the meaning given in Article 43.3 (Lien);

"Major Investor" means an Investor who holds at least 3.5% of the Fully Diluted share capital of the Company (and for these purposes the holdings of an Investor's Permitted Transferees shall be aggregated and shall be deemed to constitute together a single Major Investor which shall be represented by the individual shareholder in such grouping with the largest holding of the Fully Diluted share capital of the Company) and shall include Lansdowne;

"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 or in which the Fund Manager participates in the ownership (including in a personal capacity);
- (c) any Fund Manager;
- (d) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager; or
- (e) any trustee, nominee or custodian of such Investment Fund and vice versa;

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

"Molten" means Esprit Capital Partners LLP as fund manager of Esprit Investments (1) LP and Esprit Investments (2) LP;

"Molten Entities" means Molten and the Molten Funds;

"Molten Funds" means the Draper EIS Funds, Draper Esprit VCT plc, Esprit Investments (1) LP, Esprit Investments (2) LP, Molten Ventures PLC and any funds whether constituted as approved or unapproved EIS funds, limited partnerships, limited liability partnerships, companies or otherwise in each case managed or advised by Encore or Esprit Capital Partners LLP or by any Associate of Molten Ventures plc that has an interest in Shares from time to time or, as the context requires, in the future invests in Shares, and **"Molten Fund"** means any one of them;

"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:

- (a) shares or securities issued as a result of the events set out in Article 20.6 (Allotment of new shares or other securities: pre-emption);
- (b) shares or securities issued upon the conversion of any debenture, warrant, option or other convertible security with Investor Majority Consent;
- (c) shares issuable upon a share split, share dividend, or any subdivision of shares;

- (d) Ordinary Shares (or options to purchase Ordinary Shares) issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing with Investor Majority Board Approval;
- (e) Ordinary Shares (or options to purchase Ordinary Shares) issued to suppliers or third party providers in connection with the provision of goods or services pursuant to transactions with Investor Majority Board Approval;
- (f) Ordinary Shares (or options to purchase Ordinary Shares) issued pursuant to the acquisition of another company by the Company by merger, purchase of substantially all of the assets or other reorganisation or to a joint venture agreement, provided that such issuances with Investor Majority Board Approval;
- (g) any Treasury Shares transferred by the Company after the Date of Adoption;

"New Securities Offer" has the meaning given in Article 3.1 (Pre-emption Rights (New issues of Shares));

"Non-Founder Director" means the director appointed pursuant to Article 2.3 (Appointment of Directors);

"Northzone" means Northzone IX L.P. acting by its general partner, Northzone IX GP L.P. and any of its successors, Permitted Transferees or assigns;

"Northzone Director" means the director appointed in accordance with article 2.8;

"Offer" has the meaning given in Article 26.2 (Mandatory Offer on a Change of Control);

"Offer By Way of Rights" has the meaning given in Article 17.19 (Conversion of Shares);

"Offer Period" has the meaning given in Article 23.6 (Transfers of Shares subject to pre-emption rights);

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

"Ordinary Shares" means the A Ordinary Shares, B Ordinary Shares and the C Ordinary Shares;

"Original Shareholder" has the meaning given in Article 22.1 (Permitted Transfers);

"Permitted Transfer" means a transfer of Shares in accordance with Article 22 (Permitted Transfers);

"Permitted Transferee" means:

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies;
- (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) means any Member of the same Group;
- (c) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group;
- (d) in relation to an Institutional Investor:
 - (i) to any Member of the same Group;
 - (ii) to any Member of the same Fund Group; or

- (iii) to any nominee of that Investor;
- (e) in relation to a Molten Fund, and without prejudice to (b) to (d) above, to any other Molten Fund; and
- (f) in relation to the Future Fund:
 - (i) an Institutional Investor, other than an Institutional Investor who the Board determines in its reasonable discretion is a competitor with the business of the Company, that is acquiring the whole or part (being not fewer than ten (10) body corporates, including the Company) of the Future Fund's interest in a portfolio of investments which comprise or result from the conversion of unsecured convertible loans on substantially the same terms as the Future Fund Agreement provided always that such transaction(s) is bona fide in all respects; or
 - (ii) any Associated Government Entities;

"Permitted Transferee 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);

"Preferred Shares" means the Series C Shares, Series B Shares, the Series A Shares and the Seed Shares;

"Priority Rights" means the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 22.6 (Pre-emption Rights (Transfers of 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 and any other consideration which, having regard to the substance of the transaction as a whole, can be reasonably regarded as an addition to the price paid or payable for the Shares being sold) 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 Investor Majority Board Approval;

"Proposed Exit" has the meaning given in Article 14.4 (Exit Provisions);

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

"Proposed Sale Date" has the meaning given in Article 26.3 (Mandatory Offer on a Change of Control);

"Proposed Sale Notice" has the meaning given in Article 26.3 (Mandatory Offer on a Change of Control);

"Proposed Sale Shares" has the meaning given in Article 26.3 (Mandatory Offer on a Change of Control);

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

"Proposed Transfer" has the meaning given in Article 26.1 (Mandatory Offer on a Change of Control);

"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 an issue price per Ordinary Share of at least three times the C Starting Price;

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

"Relevant Interest" has the meaning given in Article 38.5 (Directors' interests);

"Restricted Member" has the meaning given in Article 1.1 (Vesting Provisions);

"Restricted Shares" has the meaning given in Article 1.2 **Error! Reference source not found.** (Vesting Provisions);

"Sale Shares" has the meaning given in Article 23.2(a) (Transfers of Shares subject to pre-emption rights);

"Seed Conversion Conditions" has the meaning given in Article 17.9 (Conversion of Shares);

"Seed Conversion Date" has the meaning given in Article 17.9 (Conversion of Shares);

"Seed Director" means the director appointed pursuant to Article 2.4 or Article 2.5 (Appointment of Directors);

"Seed Investor Majority" means the holders of at least 60 per cent of the Seed Shares from time to time;

"Seed Shareholder Majority" means the holders of a majority of the Seed Shares from time to time;

"Seed Preference Amount" means a price per Seed Share equal to the amount paid up or credited as paid up (including premium) for such Seed Share together with a sum equal to any Arrears;

"Seed Shareholders" means the holders of the Seed Shares (but excludes the Company holding Treasury Shares);

"Seed Shares" means the series Seed shares of £0.0001 each in the capital of the Company from time to time;

"Seller" has the meaning given in Article 23.2 (Transfers of Shares subject to pre-emption rights);

"Selling Shareholder" has the meaning given in Article 5 (Selling Shareholders) for the purposes of Articles 14.4 (Exit Provisions) and 28 (Drag-along);

"Series A Conversion Conditions" has the meaning given in Article 17.6 (Conversion of Shares);

"Series A Conversion Date" has the meaning given in Article 17.6 (Conversion of Shares);

"Series A Director" means the director appointed pursuant to Article 2.6 or Article 2.7 (Appointment of Directors);

"Series A Investor Majority" means, subject to Article 17.7, the holders of a majority of the Series A Shares from time to time;

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

"Series A Shares" means the Series A shares of £0.0001 each in the capital of the Company from time to time;

"Series AB Shares" means the Series A Shares, the Series B1 Shares and the Series B2 Shares;

"Series A Subscription Amount" means, in relation to each Series A Share, a price per Series A Share equal to Issue Price of that Series A Share together with a sum equal to any Arrears;

"Series AB Subscription Amount" means, in relation to each Series AB Share, a price per Series AB Share equal to Issue Price of that Series AB Share together with a sum equal to any Arrears;

"Series B Conversion Conditions" has the meaning given in Article 17.1 (Conversion of Shares);

"Series B Conversion Date" has the meaning given in Article 17.1 (Conversion of Shares);

"Series B Directors" means the Northzone Director, the Backed Director and/or any director appointed pursuant to Article 2.8 (Appointment of Directors) (and **"Series B Director"** shall mean any of them);

"Series B Investor Majority" means the holders of at least 66.67% of the Series B1 Shares and the Series B2 Shares (as if the Series B1 Shares and Series B2 Shares constituted one and the same class of shares) from time to time;

"Series B3 Investor Majority" means the holders of at least 66.67% of the Series B3 Shares from time to time including Sienna;

"Series B3a Investor Majority" means the holders of at least 66.67% of the Series B3a Shares from time to time;

"Series B3c Investor Majority" means the holders of at least 66.67% of the Series B3c Shares from time to time;

"Series B Shareholders" means the holders of the Series B Shares (but excludes the Company holding Treasury Shares);

"Series B Shares" means the Series B1 Shares, Series B2 Shares and Series B3 Shares;

"Series B1 Shares" means the series B1 shares of £0.0001 each in the capital of the Company from time to time;

"Series B2 Shares" means the series B2 shares of £0.0001 each in the capital of the Company from time to time;

"Series B3 Authority" means the aggregate nominal value of £588.7936;

"Series B3 Shareholders" means the holders of the Series B3 Shares (but excludes the Company holding Treasury Shares);

"Series B3 Shares" means the Series B3a Shares, the Series B3b Shares and the Series B3c Shares;

"Series B3a Shares" means the series B3a shares of £0.0001 each in the capital of the Company from time to time;

"Series B3b Shares" means the series B3b shares of £0.0001 each in the capital of the Company from time to time;

"Series B3c Shares" means the series B3c shares of £0.0001 each in the capital of the Company from time to time;

"Series B3 Subscription Amount" means, in relation to each Series B3 Share, a price per Series B3 Share equal to the Issue Price of that Series B3 Share together with a sum equal to any Arrears;

"Series C Conversion Conditions" has the meaning given in Article 17.1 (Conversion of Shares);

"Series C Conversion Date" has the meaning given in Article 17.1 (Conversion of Shares);

"Series C Investor Majority" means the holders of at least 50% of the Series C Shares from time to time (including Sienna);

"Series C Shareholders" means the holders of the Series C Shares (but excludes the Company holding Treasury Shares);

"Series C Shares" means the Series C Shares of £0.0001 each in the capital of the Company from time to time;

"Series C Subscription Amount" means, in relation to each Series C Share, a price per Series C Share equal to the Issue Price of that Series C Share together with a sum equal to any Arrears;

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

"Share Option Plan(s)" means any share option plan(s) and/or the staff equity plan(s) of the Company from time to time, the terms of which have been approved by an Investor Majority;

"Shares" means the Series C Shares, Series B Shares, Series A Shares, Ordinary Shares, Deferred Shares and the Seed Shares from time to time;

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;

"Sienna" means Sienna Capital and Sienna Coinvest;

"Sienna Capital" means Sienna Capital Participations S.À R.L., a private limited company incorporated under the laws of Luxembourg with registered office at 19-21, route d'Arlon, L – 8009 Strassen, Luxembourg and registered with the Luxembourg Commerce and Companies Register under number B 178.406 and any of its successors, Permitted Transferees or assigns;

"Sienna Coinvest" means Sienna Capital Coinvest Master S.À R.L., a private limited company incorporated under the laws of Luxembourg with registered office at 19-21, route d'Arlon, L – 8009 Strassen, Luxembourg and registered with the Luxembourg Commerce and Companies Register under number B 242.133 and any of its successors, Permitted Transferees or assigns;

"Sienna Coinvest Director" means the director appointed in accordance with article 2.11 ;

"Subscribers" means the Major Investors or the Equity Shareholders (as the case may be);

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

"Transfer Notice" shall have the meaning given in Article 23.2 (Transfers of Shares subject to pre-emption rights);

"Transfer Price" shall have the meaning given in Article 23.2(c) (Transfers of Shares subject to pre-emption rights);

"Transfer Proportion" means, in relation to an Continuing Shareholder, his pro rata entitlement (as nearly as may be) to Sale Shares based on the number of Equity Shares held by such Continuing Shareholder as a proportion of the total number of Equity Shares then in issue (but excluding the total number of Sale Shares);

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

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

12. Share capital

- 12.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 12.2 Except as otherwise provided in these Articles, the Seed Shares, the Series A Shares, the Series B Shares, Series C Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares. The Series B1 Shares , Series B2 Shares and Series B3 Shares shall together be deemed to constitute a single class of shares and shall rank pari passu as Series B Shares in all respects save as set out in Articles 7, 8 and 15.
- 12.3 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from article 22(2) of the Model Articles.
- 12.4 Subject to Investor Majority Consent and the Act, the Company may purchase its own Shares with cash to the extent permitted by section 692(1ZA) of the Act.
- 12.5 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and".
- 12.6 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".
- 12.7 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:
- (a) receive notice of or to attend or vote at any general meeting of the Company;
 - (b) receive or vote on any proposed written resolution; and
 - (c) receive a dividend or other distribution
- save as otherwise permitted by section 726(4) of the Act.

13. Dividends

- 13.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 13.
- 13.2 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 the Equity Shares (pari passu as if the Equity Shares constituted one class of share) pro rata to their respective holdings of Equity Shares.
- 13.3 Subject to the Act and these Articles, the Board may, provided Investor Majority Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period.

- 13.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 13.5 If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 13.6 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 13.7 If:
- (a) a Share is subject to the Company's Lien; and
 - (b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it,

they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide). The Company shall notify the distribution recipient in writing of:

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

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

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

14. Exit provisions

- 14.1 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 7 (Liquidation Preference) and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:
- (a) the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in Article 7 (Liquidation Preference); and

- (b) the Shareholders shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 7 (Liquidation Preference).

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 7 (Liquidation Preference).

- 14.2 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 7 (Liquidation Preference) 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 an Investor Majority (including, but without prejudice to the generality of this Article 14.2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 7 (Liquidation Preference) applies.
- 14.3 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 7 (Liquidation Preference).
- 14.4 In the event of an Exit approved by the Board and the Selling Shareholders in accordance with the terms of these Articles (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit ("**Actions**"). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Actions as are necessary to effect the Proposed Exit and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders.

15. Votes in general meeting and written resolutions

- 15.1 The Series C Shares shall confer on each holder of Series C 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.
- 15.2 The Series B Shares shall confer on each holder of Series B 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.
- 15.3 The Series A Shares shall confer on each holder of Series A Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 15.4 The Seed Shares shall confer on each holder of Seed 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.
- 15.5 The A Ordinary Shares shall confer on each holder of A 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.

- 15.6 The B Ordinary Shares shall confer on each holder of B Ordinary Shares the right to receive notice of and to attend, but not to speak or vote at any general meetings of the Company and to receive but not to vote on proposed written resolutions of the Company.
- 15.7 The C Ordinary Shares shall confer on each holder of C 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.
- 15.8 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.
- 15.9 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.
- 15.10 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
 - (b) on any proposed written resolution,

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

16. Consolidation of Shares

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

17. Conversion of Shares

- 17.1 Any holder of Series C Shares shall be entitled, by notice in writing to the Company, to require conversion into A Ordinary Shares of all of the fully paid Series C Shares held by it at any time and those Series C Shares shall convert automatically on the date of such notice (the "**Series C Conversion Date**"), provided that the holder may in such notice, state that conversion of the relevant Series C Shares into A Ordinary Shares is conditional upon the occurrence of one or more events (the "**Series C Conversion Conditions**").
- 17.2 Subject to Article 17.21, all of the fully paid Series C Shares shall automatically convert into A Ordinary Shares on the date of a notice given by the Series C Investor Majority (which date shall be treated as the Series C Conversion Date).

- 17.3 Any holder of Series B Shares (other than an EIS Investor) shall be entitled, by notice in writing to the Company, to require conversion into A Ordinary Shares of all of the fully paid Series B1 Shares, Series B2 Shares and/or Series B3 Shares (other than EIS Shares) held by it at any time and those Series B Shares shall convert automatically on the date of such notice (the "**Series B Conversion Date**"), provided that the holder may in such notice, state that conversion of the relevant Series B Shares into A Ordinary Shares is conditional upon the occurrence of one or more events (the "**Series B Conversion Conditions**").
- 17.4 Subject to Article 17.21, all of the fully paid Series B3 Shares (other than EIS Shares) shall automatically convert into A Ordinary Shares on the date of a notice given by the Series B3 Investor Majority (which date shall be treated as the Series B Conversion Date), provided that for the purpose of this Article, no EIS Investor shall form part of the Series B3 Investor Majority, and no EIS Shares shall be taken into account when determining the Series B3 Investor Majority.
- 17.5 All of the fully paid Series B1 Shares and Series B2 Shares shall automatically convert into A Ordinary Shares on the date of a notice given by the Series B Investor Majority (which date shall be treated as the Series B Conversion Date).
- 17.6 Any holder of Series A Shares (other than an EIS Investor) shall be entitled, by notice in writing to the Company, to require conversion into A Ordinary Shares of all of the fully paid Series A Shares (other than any EIS Shares) held by it at any time and those Series A Shares shall convert automatically on the date of such notice (the "**Series A Conversion Date**"), provided that the holder may in such notice, state that conversion of its Series A Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Series A Conversion Conditions**").
- 17.7 Subject to Article 17.21, all of the fully paid Series A Shares shall automatically convert into A Ordinary Shares on the date of a notice given by the Series A Investor Majority (which date shall be treated as the Series A Conversion Date).
- 17.8 No holder of EIS Shares shall be entitled to convert any EIS Shares held by him into A Ordinary Shares. In the event of any payment or distribution of Proceeds of Sale or surplus assets in accordance with Article 7.1, each holder of EIS Shares shall receive either the amount which would have been paid or distributed to such holder as a consequence of the relevant EIS Share remaining a Series B Share, or the amount which would have been paid or distributed to such holder if that EIS Share had been converted into an A Ordinary Share on the Series B Conversion Date, whichever is the greater.
- 17.9 Any holder of Seed Shares shall be entitled, by notice in writing to the Company, to require conversion into A Ordinary Shares of all of the fully paid Seed Shares held by it at any time and those Seed Shares shall convert automatically on the date of such notice (the "**Seed Conversion Date**"), provided that the holder may in such notice, state that conversion of its Seed Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Seed Conversion Conditions**").
- 17.10 All of the fully paid Seed Shares shall automatically convert into A Ordinary Shares on the date of a notice given by the Seed Investor Majority (which date shall be treated as the Seed Conversion Date).
- 17.11 In the case of (i) a Conversion Date, not more than five Business Days after such Conversion Date or (ii) in the case of Article 17.20, at least five Business Days prior to the occurrence of a Qualifying IPO, each holder of the relevant Equity Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Equity Shares being converted to the Company at its registered office for the time being.

- 17.12 On the Conversion Date, the Conversion Shares shall without further authority than is contained in these Articles stand converted into and redesignated as A Ordinary Shares on the basis of one A Ordinary Share for each Conversion Share held (the "**Conversion Ratio**"), and the A Ordinary Shares resulting from that conversion and redesignation shall in all other respects rank pari passu with the existing issued A Ordinary Shares.
- 17.13 The Company shall on the Conversion Date enter the holder of the converted Conversion Shares on the register of members of the Company as the holder of the appropriate number of A Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Series C Shares, Series B Shares, Series A Shares or Seed Shares (as applicable) in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Conversion 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 A Ordinary Shares.
- 17.14 Where conversion is mandatory on the occurrence of a Qualifying IPO, that conversion will be effective only immediately prior to and conditional upon such Qualifying IPO and, if such Qualifying IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Articles 17.1, 17.6 or 17.9, 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.
- 17.15 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company will, if it has sufficient Available Profits, pay to holders of the Conversion Shares falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those Conversion Shares to be calculated on a daily basis down to and including the day immediately preceding the Conversion Date. If the Company has insufficient Available Profits to pay all such Arrears and accruals of dividends in full then it will pay the same to the extent that it is lawfully able to do so and any Arrears and accruals of dividends that remain outstanding shall continue to be at debt due from and immediately payable by the Company.
- 17.16 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:
- (a) if Series C Shares and/or Series B1 Shares and/or Series B2 Shares and/or Series A Shares and/or Seed Shares remain capable of being converted into new A Ordinary Shares and there is a consolidation and/or sub-division of A Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Investor Majority Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series C Shareholder, Series B Shareholder, Series A Shareholder and Seed Shareholder is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division;
 - (b) if Series C Shares and/or Series B1 Shares and/or Series B2 Shares and/or Series A Shares and/or Seed Shares remain capable of being converted into A Ordinary Shares, on an allotment of fully-paid A Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of A Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Investor Majority Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series C Shareholder, Series B Shareholder, Series A Shareholder and Seed Shareholder is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue;

- (c) if Series B3 Shares remain capable of being converted into new A Ordinary Shares and there is a consolidation and/ or sub-division of A Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Series B3 Investor Majority Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series B3 Shareholder is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division;
 - (d) if Series B3 Shares remain capable of being converted into A Ordinary Shares, on an allotment of fully-paid A Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of A Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Series B3 Investor Majority Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each Series B3 Shareholder is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue. .
- 17.17 If any Series C Shareholder, Series B Shareholder, Series A Shareholder or Seed Shareholder becomes entitled to fractions of an A 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.
- 17.18 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 17.16, or if so requested by a Series C Investor Majority (in relation to the Conversion Ratio applicable to the Series C Shares) or Series B3 Investor Majority (in relation to the Conversion Ratio applicable to the Series B3 Shares) or Series B Investor Majority (in relation to the Conversion Ratio applicable to the Series B1 Shares or Series B2 Shares) or a Series A Investor Majority (in relation to the Conversion Ratio applicable to the Series A Shares) or the Seed Investor Majority (in relation to the Conversion Ratio applicable to the Seed Shares), the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.
- 17.19 If Series C Shares and/or Series B Shares and/or Series A Shares and/or Seed Shares remain capable of being converted into new A Ordinary Shares and Ordinary Shares are offered by the Company by way of rights to holders of A Ordinary Shares (an "**Offer By Way of Rights**"), the Company shall on the making of each such offer, make a like offer to each Series C Shareholder, Series B Shareholder, Series A Shareholder and Seed Shareholder as if immediately before the record date for the Offer By Way Of Rights, his Series C Shares and/or Series B Shares and /or Series A Shares and/or Seed Shares (as the case may be) had been converted into fully-paid A Ordinary Shares at the then applicable Conversion Ratio.
- 17.20 All Equity Shares shall automatically convert into A Ordinary shares on a one for one basis (subject to any adjustment which would be required to the Conversion Ratio pursuant to Article 17.16 if the Series C Shares, Series B Shares, the Series A Shares and the Seed Shares were to be converted into A Ordinary Shares prior to the conversion into A Ordinary shares pursuant to this Article) upon the occurrence of a Qualifying IPO.
- 17.21 Any EIS Shares held by an EIS Investor shall not have any rights under this Article 17 to elect to convert such EIS Shares.

18. Deferred Shares

- 18.1 Subject to the Act, any Deferred 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(s) without obtaining the sanction of the holder(s).
- 18.2 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to:
- (a) appoint any person to execute any transfer (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise); and/or
 - (b) give, on behalf of such holder, consent to the cancellation of such Deferred Shares; and/or
 - (c) purchase such Deferred Shares in accordance with the Act,
- in any such case (i) for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s) and (ii) with the Company having authority pending such transfer, cancellation and/or purchase to retain the certificates (if any) in respect thereof.
- 18.3 No Deferred Share may be transferred without the prior consent of the Board.

19. Variation of rights

- 19.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 55 per cent in nominal value of the issued shares of that class save that (i) the special rights attaching to the Seed Shares may only be varied or abrogated with the consent of the Seed Investor Majority; (ii) the special rights attaching to the Series A Shares may only be varied or abrogated with the consent of the Series A Investor Majority; (iii) the special rights attaching to the Series B1 Shares and Series B2 Shares may only be varied or abrogated with the consent of the Series B Investor Majority; (iv) the special rights attached to the Series B3 Shares may only be varied or abrogated with the consent of the Series B3 Investor Majority; (v) the special rights attached to the Series C Shares may only be varied or abrogated with the consent of the Series C Investor Majority; and (v) the special rights attaching to the Deferred Shares may be varied or abrogated without any consent of the holder(s) of such Deferred Shares.
- 19.2 Without prejudice to the generality of Article 19.1, the special rights attaching to the Series B3 Shares shall be deemed to be varied by the occurrence of the Company effecting the following matters:
- (a) Issuing any Series B3 Shares in excess of a total maximum aggregate nominal value, of all Series B3 Shares, of the Series B3 Authority; and
 - (b) any conversion or redesignation of existing shares into Series B3 Shares or any other class of shares ranking *pari passu* or senior to the Series B3 Shares.
- 19.3 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares. If within six months of the Completion Date the Company proposes to complete an equity financing round

in which Shares are issued to investor(s) that rank senior to the Shares issued to the FF CLA Lenders at Completion, the Company shall abide by paragraph 8(d) of the Future Fund Agreement.

- 19.4 Notwithstanding the foregoing, the specific rights attaching to the Shares held by Future Fund cannot be amended or removed without the prior written consent of the Future Fund.

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

- 20.1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.

- 20.2 Each New Securities Offer:

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

- 20.3 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a pari passu and pro rata basis to the number of Shares or other securities convertible into shares in the capital of the Company (as if such shares constituted one and the same class) held by those holders on a Fully Diluted basis (as nearly as may be without involving fractions) which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him).

- 20.4 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered (subject to Article 3.1) to any other person as the Directors may determine at the same price and on the same terms as the offer to the Subscribers.

- 20.5 Subject to the requirements of Articles 20.2 to 20.4 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that the allotment or grant to that person must be approved in writing by an Investor Majority.

- 20.6 The provisions of Articles 20.2 to 20.4 (inclusive) shall not apply to:

- (a) any Series C Shares issued pursuant to the Amended and Restated Subscription and Shareholders agreement relating to the Company dated on or around 17 December 2021;
- (b) any Series B3 Shares issued pursuant to the letter of variation of Amended and Restated Subscription and Shareholders agreement relating to the Company dated 29 May 2020;
- (c) any Series B1 Shares and/or Series B2 Shares issued pursuant to the subscription and shareholders' agreement relating to the Company dated 19 June 2019;
- (d) options to subscribe for Ordinary Shares under the Share Option Plans (and any Shares issuable on exercise of the same);

- (e) New Securities issued or granted in order for the Company to comply with its obligations under these Articles including, but not limited to:
 - (i) the Anti-Dilution C Shares or the Anti-Dilution B Shares or the Anti-dilution A Shares; and
 - (ii) New Securities issued upon the conversion of any Seed Shares and/or Series A Shares and/or Series B Shares and/or Series C Shares pursuant to these Articles, or as a dividend or distribution on the Seed Shares and/or Series A Shares and/or Series B Shares and/or Series C Shares;
 - (f) 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;
 - (g) Subject always to article 3.1, New Securities which an Investor Majority has agreed in writing should be issued without complying with the procedure set out in this Article 20; and
 - (h) New Securities issued as a result of a bonus issue of shares which has been approved in writing by an Investor Majority.
- 20.7 Any New Securities offered under this Article 20 to an Investor may be accepted in full or part only by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 20.
- 20.8 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.

21. Transfers of Shares – general

- 21.1 In Articles 21 to 28 (inclusive), reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 21.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 21.3 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.
- 21.4 Any transfer of a Share by way of sale which is required to be made under Articles 23 to 28 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 21.5 Unless express provision is made in these Articles to the contrary (without prejudice to the generality of the foregoing, as is the case for the purposes of the application of Articles 25 (Mandatory offer on a change of control), 22 (Permitted Transfers), and 28 (Drag-along), no Ordinary Shares held by any Founder shall be transferred without Investor Majority Consent.
- 21.6 The Directors may refuse to register a transfer if:
- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United

Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;

- (c) it is a transfer of a Share which is not fully paid:
 - (i) to a person of whom the Directors do not approve; or
 - (ii) on which Share the Company has a lien;
- (d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
- (e) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- (f) the transfer is in respect of more than one class of Shares;
- (g) the transfer is in favour of more than four transferees; or
- (h) these Articles otherwise provide that such transfer shall not be registered.

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

21.7 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 21.7 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

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

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

- (i) to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that, at the election of an Institutional Investor, such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of that Institutional Investor; or
- (ii) to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares; and
- (b) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

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

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

21.10 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:

- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (including Investor Majority Board Approval) (with no requirement for the vote or consent of any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act)) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;
- (b) the Seller wishes to transfer all of the Shares held by it.

21.11 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of:

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

22. Permitted Transfers

22.1 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 save that no Restricted Shares shall be transferred to a Permitted Transferee without Investor Majority Consent.

22.2 Shares previously transferred as permitted by Article 22.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.

22.3 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder

may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.

- 22.4 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares.
- 22.5 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Fund Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares.
- 22.6 Trustees may (i) transfer Shares to a Permitted Transferee Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 22.7 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
 - (b) with the identity of the proposed trustees;
 - (c) the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 22.8 If a Permitted Transferee who is a Permitted Transferee Company of the Original Shareholder ceases to be a Permitted Transferee Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board to have given a Transfer Notice in respect of such Shares.
- 22.9 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:
- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - (b) give a Transfer Notice to the Company in accordance with Article 23.2 (Transfers of Shares subject to pre-emption rights),

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

- 22.10 On the death (subject to Article 22.3), 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.
- 22.11 A transfer of any Shares approved by the Board and an Investor Majority may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors (and shall be a **"Permitted Transfer"**).
- 22.12 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by the Board and an Investor Majority.
- 22.13 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Investor Majority Consent.

23. Transfers of Shares subject to pre-emption rights

- 23.1 Save where the provisions of Articles 6 (Co-Sale), 22 (Permitted Transfers), and 28 (Drag-along) apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 23.
- 23.2 A Shareholder who wishes to transfer Shares (a **"Seller"**) shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a **"Transfer Notice"**) to the Company specifying:
- (a) the number of Shares which he wishes to transfer (the **"Sale Shares"**);
 - (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
 - (c) the price at which he wishes to transfer the Sale Shares (the **"Transfer Price"**).

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the **"Transfer Price"**) must be agreed by the Board (including Investor Majority Board Approval) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting). In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (including Investor Majority Board Approval). In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within ten Business Days of the Company receiving the Transfer Notice.

- 23.3 Except with Investor Majority Board Approval, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 23.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 23.5 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice; and
- (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 24,

the Board shall offer the Sale Shares for sale to the relevant Shareholders in the manner set out in Articles 23.6 and 23.8. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

23.6 Priority for offer of Sale Shares

- (a) If the Sale Shares are Preferred Shares, the Sale Shares shall be offered in the following priority:
 - (i) if the Seller is a Major Investor:
 - (A) first, to the Major Investors;
 - (B) second, to any other holders of Preferred Shares (not being Major Investors);
 - (ii) if the Seller is not a Major Investor, to all holders of Preferred Shares,

in each case on the basis set out in Article 23.7.
- (b) If the Sale Shares are Ordinary Shares, the Sale Shares shall be offered in the following priority:
 - (i) first, to the Company (subject to the Act);
 - (ii) second, to the Major Investors,

in each case on the basis set out in Article 23.7.

23.7 Transfers: Offer

- (a) Promptly on receipt of the Transfer Notice, the Board shall offer the Sale Shares pursuant to the Priority Rights to all shareholders specified in the offer other than the Seller (the "**Continuing Shareholders**") by giving notice in writing to each of the Continuing Shareholders informing them of the number of Sale Shares that are available to purchase and the Transfer Price. Such notice shall invite each of the Continuing Shareholders to state, in writing within 15 Business Days from the date of such notice (which date shall be specified in such notice) (the "**Offer Period**"), whether he is willing to purchase any and, if so, how many of the Sale Shares. Each Continuing Shareholder shall be entitled to purchase up to his Transfer Proportion, and he shall also indicate whether he is prepared to purchase Excess Shares. Each Continuing Shareholder shall be allocated his Transfer Proportion (or such lesser number of Sale Shares for which he may have applied); an application by a Continuing Shareholder for Excess Shares shall be allocated in accordance with such application or, in the event of competition, (as nearly as may be) to each Continuing Shareholder applying for Excess Shares in the proportion which the number of Shares held by such Continuing Shareholder bears to the total number of Shares held by all Continuing Shareholders applying for Excess Shares PROVIDED THAT such Continuing Shareholder shall not be allocated more Excess Shares than he shall have stated himself willing to take.
- (b) If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each

Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

- (c) If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 23.8(d).

23.8 Completion of transfer of Sale Shares

- (a) The Board shall, when no further offers are required to be made under Article 23.7 and once the requirements of Articles 26 (Mandatory Offer on a change of control) or 27 (Co-Sale right) have been fulfilled to the extent required, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.
- (b) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- (c) If the Seller fails to comply with the provisions of Article 23.8(b):
 - (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (B) receive the Transfer Price and give a good discharge for it; and
 - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
 - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- (d) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 23.8(e), the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.
- (e) The right of the Seller to transfer Shares under Article 23.8(d) does not apply if the Board is of the opinion on reasonable grounds that:
 - (i) the transferee is a person (or a nominee for a person) who the Board determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;

- (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.

23.9 Any Sale Shares offered under this Article 23 to an Investor may be accepted in full or part only by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 23.

24. Valuation of Shares

24.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 21.10 (Transfers of Shares – general) or 23.2 (Transfers of Shares subject to pre-emption rights) or otherwise then, on the date of failing agreement, the Board shall either:

- (a) appoint an expert valuer in accordance with Article 24.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares; or
- (b) (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.

24.2 The Expert Valuer will be either:

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

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

- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Sale Shares are capable of being transferred without restriction;
- (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares; and
- (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account.

24.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.

- 24.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 24.6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 24.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 24.8 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 24.9 The cost of obtaining the certificate shall be paid by the Company unless:
- (a) the Seller cancels the Company's authority to sell; or
 - (b) the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall bear the cost.

25. Compulsory transfers – general

- 25.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.
- 25.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either:
- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
 - (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 25.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

- 25.3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Directors may determine.
- 25.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names

save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice. This Article 25.4 shall not apply to a member that is an Investor.

26. Mandatory Offer on a Change of Control

- 26.1 Except in the case of Permitted Transfers and transfers pursuant to Article 25 (Compulsory Transfers) or Article 28 (Drag-along), after going through the pre-emption procedure in Article 23 (Transfers of Shares subject to pre-emption rights), the provisions of Article 26.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.
- 26.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to any Shareholders to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 26.7).
- 26.3 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**").
- 26.4 If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 26.5 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.
- 26.6 The Proposed Transfer is subject to the pre-emption provisions of Article 23 (Transfers of Shares subject to pre-emption rights) but the purchase of the Accepting Shareholders' shares shall not be subject to Article 23.
- 26.7 For the purpose of this Article:
- (a) the expression "**Specified Price**" shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:
 - (i) in the Proposed Transfer; or
 - (ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,
- plus an amount equal to the Relevant Sum, as defined in Article 26.7(b), 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 Articles 7 (Liquidation Preference) and 14 (Exit Provisions);

(b) **Relevant Sum** = C ÷ A

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

C = the Supplemental Consideration.

27. Co-Sale right

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

27.2 After the Selling Shareholder has gone through the pre-emption process set out in Article 23 (Transfers of Shares subject to pre-emption rights), the Selling Shareholder shall give to each Equity Holder not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

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

For the purposes of this Article 27, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Selling Shareholder were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Articles 7 (Liquidation Preference) and 14 (Exit Provisions).

In the event that it is not possible to objectively determine the valuation of the entire issued share capital of the Company by reference to the consideration payable by the Buyer to the Selling Shareholder, then the relevant price per class of Share shall be:

- (i) as agreed between the Board (including Investor Majority Board Approval) and the holders of a majority of Shares held by the Equity Holders of the relevant class (in each case with no requirement for the vote or consent of any person who is a Selling Shareholder or with whom the Selling Shareholder is connected (within the meaning of section 252 of the Act));

or, failing such agreement within five Business Days,

- (ii) the Fair Value of the shares in question.

27.3 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Shareholder that they wish to sell a certain number of Equity Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of

Equity Shares which such Equity Holder wishes to sell. The maximum number of shares which an Equity Holder can sell under this procedure shall be:

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

where:

X is the number of Equity Shares held by the Equity Holder;

Y is the total number of Equity Shares held by the Equity Shareholders;

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

Any Equity Holder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no shares.

- 27.4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder from the Buyer.
- 27.5 No sale by the Selling Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.
- 27.6 Sales made in accordance with this Article 27 shall not be subject to Article 23 (Transfers of Shares subject to pre-emption rights).

28. Drag-along

- 28.1 If the Selling Shareholders wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall have the option (the "**Drag Along Option**") to compel each other holder of Shares (each a "**Called Shareholder**" and together the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the "**Drag Purchaser**") in accordance with the provisions of this Article.
- 28.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag Along Notice shall specify that:
- (a) the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article;
 - (b) the person to whom they are to be transferred;
 - (c) the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article);
 - (d) the proposed date of transfer, and

- (e) the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the **"Sale Agreement"**),

(and, in the case of paragraphs (b) to (d) above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.

- 28.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser within 60 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.
- 28.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of with Articles 7 (Liquidation Preference) and 14 (Exit Provisions) (the **"Drag Consideration"**).
- 28.5 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 only 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) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into a Drag Document and the full title guarantee of the Shares held by such Called Shareholder.
- 28.6 Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the **"Drag Completion Date"**), each Called Shareholder shall deliver:
 - (a) duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
 - (b) the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
 - (c) 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"**).
- 28.7 On the Drag Completion Date, the Company shall pay, transfer or allot to each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid, transferred or allotted such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 28.8 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid, transferred or allotted the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 28 in respect of their Shares.

- 28.9 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 28 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid, transferred or allotted the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.
- 28.10 Any transfer of Shares to a Drag Purchaser 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 23 (Transfers of Shares subject to pre-emption rights).
- 28.11 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "New Shareholder"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

29. Lock-up

- 29.1 Other than the sale of any Shares to an underwriter pursuant to an underwriting agreement, no Shareholder shall, without the prior written consent of the Company's underwriters, during the period commencing on the date of the final offering document relating to an IPO and ending on the date specified by the Board (not to exceed 180 days):
- (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Shares held immediately prior to the effectiveness of the registration statement for the IPO; or
 - (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Shares,
- whether or not any such transaction is to be settled by delivery of Shares or other securities, in cash or otherwise.
- 29.2 In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Shares (and transferees and assignees thereof) until the end of such restricted period.
- 29.3 Each Shareholder shall enter into a separate lock-up agreement in respect of the IPO if and to the extent required by the Company's underwriters in order to facilitate the IPO on terms consistent with the foregoing, provided that (i) each Director that is a Shareholder and each holder of more than 1% of the issued share capital of the Company enters into a lock-up agreement (ii) the lock-up agreements to be entered into by the other Shareholders are on no more onerous terms in all material respects to those which are entered into by each Director that is a Shareholder and each other holder of at least 1% or more of the issued share capital of the Company and (iii) any such lock-up agreement shall provide that if any provision of any similar agreement entered into by any other person for any discretionary release, waiver or termination of the restrictions contained in it

is exercised by the Company or the underwriters (a "**Release**"), to the extent that the Company or the underwriters provide such a Release to any other person in respect of all or a proportion of the securities held by such other person, the Company and the underwriters must Release the obligations of each other person who is a party to a lock-up agreement in respect of the same proportion of the securities held by them.

- 29.4 If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking such actions as are necessary to effect the lock-up and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents to effect the lock-up, including, without limitation, a lock-up agreement, in a form approved by the Board.

30. New Holding Company

- 30.1 In the event of a Holding Company Reorganisation approved by the Selling Shareholders (a "**Proposed Reorganisation**"), all Shareholders shall (i) consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Reorganisation and (ii) take all such actions to tender their Shares as required pursuant to the Proposed Reorganisation (the "**Reorganisation Actions**"). The Shareholders shall be required to take all Reorganisation Actions with respect to the Proposed Reorganisation as are required by the Board to facilitate the Proposed Reorganisation. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Reorganisation Actions as are necessary to effect the Proposed Reorganisation and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents to effect the Proposed Reorganisation, including, without limitation, any share exchange agreement and/or stock transfer form.
- 30.2 The Company shall procure that the new Holding Company shall ensure that the shares issued by it to the Shareholders (or a subsequent holder, as the case may be) pursuant to the Holding Company Reorganisation will be credited as fully paid as to the amount determined in accordance with this Article and which new shares shall be subject to the constitutional documents of the new Holding Company and otherwise (subject to the express provisions of such constitutional documents) have the same rights as all other new Holding Company shares of the same class in issue at the time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment and issue of such new Holding Company shares).
- 30.3 On any person, following the date of completion of a Holding Company Reorganisation, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company or otherwise (a "**New Reorganisation Shareholder**"), the New Reorganisation Shareholder shall then be bound to do all such acts and things necessary in order to transfer all such resulting shares to the new Holding Company, and the provisions of this Article shall apply with the necessary changes to the New Reorganisation Shareholder.
- 30.4 The Company shall procure that, in respect of each Major Investor (except as otherwise agreed in writing by such Major Investor, acting reasonably):
- (a) it provides not less than 20 Business Days' prior written notice to the Major Investors of any Proposed Reorganisation (the "**Holding Company Notice**"); and
 - (b) following the date of the Holding Company Notice, it consults with such Major Investors in good faith and provides such information reasonably requested by such Major Investors in respect thereof.
- 30.5 Any new Holding Company that is to be created for the purposes of a Proposed Reorganisation shall be:
- (a) an entity that is classified as a corporation for U.S federal income tax purposes; and

- (b) incorporated in a jurisdiction where the courts of such jurisdiction respect the limited liability of the underlying partners, members, shareholders and/or any other beneficial owners of each shareholder of that new Holding Company to substantially the same extent as the jurisdiction of a Major Investor's formation.
- 30.6 Article 30.1 shall not apply in respect of any of the Major Investors (except as otherwise agreed in writing by all Major Investors, acting reasonably) if it is determined pursuant to Articles 30.7 to 30.9 that any taxes will be payable and/or any tax filings will be required to be submitted by any one or more Major Investors or any one or more of their respective underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its respective Shares to the new Holding Company and in such event, the Company and the Major Investors will discuss in good faith to find alternative ways to assess how to structure such Proposed Reorganisation in a manner acceptable to each of them in writing.
- 30.7 If, in a Major Investor's reasonable opinion following written advice from its counsel, accountant or tax advisor (as the case may be), such Major Investor determines that any taxes will be payable and/or any tax filings will be required to be submitted by such Major Investor or its underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its Shares to the new Holding Company:
 - (a) such Major Investor shall as soon as reasonably practicable notify the Company in writing and provide a copy of such written advice from its counsel, accountant or tax advisor (as the case may be) to the Company on a non-reliance basis;
 - (b) the Company and each relevant Major Investor will discuss in good faith for a period of up to 15 Business Days (as may be extended between the Company and such Major Investor) following receipt of such written notice in Article 30.7(a) to find alternative ways to assess how to structure such Proposed Reorganisation in a manner acceptable to each of them in writing.
- 30.8 In the event that any Major Investor(s) and the Company cannot agree as to whether any taxes will be payable and/or whether any tax filings will be required to be submitted by any such Major Investor or its underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its Shares to the new Holding Company and/or how to structure the relevant Proposed Reorganisation upon the expiry of the time limit set out in Article 30.7, the Company and the relevant Major Investor(s) shall appoint an expert to determine such tax treatment and opine on how to structure the relevant Proposed Reorganisation in accordance with Article 30.9 (the "**Expert**").
- 30.9 The Expert will be one of the Big 4 independent firms of Chartered Accountants in England and Wales to be agreed in writing between the Company and the relevant Major Investor(s) or, failing agreement in writing of such firm not later than the date 5 Business Days after the expiry of the time limit set out in Article 30.7, an independent firm of Chartered Accountants to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party. Such Expert shall be requested to (i) determine the tax treatment of the Proposed Reorganisation in respect of the relevant Major Investor's Shares and opine on how to structure the relevant Proposed Reorganisation within 20 Business Days of its appointment based on any factors which such Expert reasonably believes should be taken into account and (ii) notify the Board of their determination. The Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error). The Board will give the Expert access to all accounting records or other relevant documents of the Company subject to the Expert agreeing such confidentiality provisions as the Board may reasonably impose. The Expert shall deliver its certificate to the Company and, as soon as the Company receives such certificate, it shall deliver a copy of it to the relevant Major Investor(s). The cost of obtaining the certificate shall be paid by the Company.

31. General meetings

- 31.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 31.2 The provisions of section 318 of the Act shall apply to the Company provided that the Qualifying Person present holds or represents (i) the holder of at least 25 per cent in nominal value of the Equity Shares (excluding Treasury Shares); (ii) at least one Founder; and (iii) an Investor Majority, and any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held. If such Qualifying Person(s) are not present within half an hour from the time appointed for the meeting, or if during a meeting such Qualifying Person(s) ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 31.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 31.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 31.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 31.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 31.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver Proxy Notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day.

32. Proxies

- 32.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".
- 32.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:

- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or
- (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

33. Directors' borrowing powers

The Directors may (subject to the terms of any agreement in place between the Company and the Shareholders from time to time) exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

34. Alternate Directors

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

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

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

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

34.3 The notice must:

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

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

34.5 Except as these Articles specify otherwise, alternate directors:

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

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

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

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

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

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

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

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

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate's Appointor's appointment as a Director terminates.

35. Number of Directors

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

36. Disqualification of Directors

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

- (a) he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or
- (b) in the case of Directors other than an Investor Director or a Founder Director, if a majority of his co-Directors (including Investor Majority Board Approval) serve notice on him in writing, removing him from office.

37. Proceedings of Directors

- 37.1 The quorum for Directors' meetings shall be (i) two Founder Directors (if appointed); and (ii) three Investor Directors (if appointed). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 37.2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 37.3 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.
- 37.4 Any Director may call a Directors' meeting by giving reasonable advance notice of a meeting (at least five Business Days) to the Directors or by authorising the company secretary (if any) to give such notice.
- 37.5 Notice of any Directors' meeting must indicate:
 - (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 37.6 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.
- 37.7 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.
- 37.8 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 Independent Chairperson shall have a second or casting vote, provided that the Independent Chairperson shall not have a casting vote in circumstances where

there is an equality of votes on account of all Investor Director(s) present voting against the particular matter.

- 37.9 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.
- 37.10 Board meetings must be held at intervals of not more than eight weeks and at least seven Board meetings must be held in each calendar year.

38. Directors' interests

Specific interests of a Director

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

provided always (notwithstanding any other provision of these Articles) that no executive Director, Independent Director or Independent Chairperson shall be permitted to vote or count towards the quorum in relation to any resolution pertaining to his or her directorship and/or employment (including, without limitation, any resolution to remove him or her as a Director and/or amend, vary or terminate his or her service agreement).

Interests of an Investor Director

38.2 In addition to the provisions of Article 38.1, 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:

- (a) an Investor;
- (b) a Fund Manager which advises or manages an Investor;
- (c) any of the funds advised or managed by a Fund Manager who advises or manages an Investor from time to time; or
- (d) 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

38.3 For the purposes of this Article 38, 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

38.4 In any situation permitted by this Article 38 (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

38.5 Subject to Article 38.6, 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:

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

- (iii) restricting the application of the provisions in Articles 38.7 and 38.8, so far as is permitted by law, in respect of such Interested Director;
- (b) 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 38.6, 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 38.

Terms and conditions of Board authorisation for an Investor Director

- 38.6 Notwithstanding the other provisions of this Article 38, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a matter in relation to 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 38.8.

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

- 38.7 Subject to Article 38.8 (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 38), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

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

- 38.8 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 38.7 shall apply only if the conflict arises out of a matter which falls within Article 38.1 or Article 38.2 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

- 38.9 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:

- (a) absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
- (b) excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director is to declare an interest

38.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 38.1 or Article 38.2 (Alternate Directors) at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under Article 38.1(g);
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

38.11 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 38.

38.12 For the purposes of this Article 38:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director; and
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

39. Notices

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

- (a) in hard copy form;
- (b) in electronic form; or
- (c) (by the Company) by means of a website (other than notices calling a meeting of Directors),

or partly by one of these means and partly by another of these means.

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 39.

Notices in hard copy form

- 39.2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas):
- (a) to the Company or any other company at its registered office; or
 - (b) to the address notified to or by the Company for that purpose; or
 - (c) in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or
 - (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or
 - (e) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
 - (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.
- 39.3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:
- (a) if delivered, at the time of delivery;
 - (b) if posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

Notices in electronic form

- 39.4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:
- (a) if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
 - (b) if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 39.2; or
 - (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify:
 - (i) on its website from time to time; or
 - (ii) by notice (in hard copy or electronic form) to all members of the Company from time to time.
- 39.5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:

- (a) if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
- (b) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
- (c) if delivered in an electronic form, at the time of delivery; and
- (d) if sent by any other electronic means as referred to in Article 39.4(c), at the time such delivery is deemed to occur under the Act.

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

Notice by means of a website

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

General

39.8 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "**Primary Holder**"). Notice so given shall constitute notice to all the joint holders.

39.9 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

40. Indemnities and insurance

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

- (a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him 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:
 - (i) any liability incurred by the director to the Company or any associated company; or
 - (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
 - (iii) any liability incurred by the director:
 - (A) in defending any criminal proceedings in which he is convicted;

- (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
- (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 40.1(a)(i), 40.1 (a)(iii)(B) and 40.1 (a)(iii)(C) applying;

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

- 40.2 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.

41. Data Protection

- 41.1 The processing of personal data by the Company, the Shareholders and Directors (each a "**Recipient**") in respect of each of the Shareholders and Directors may be undertaken in accordance with the Company's data privacy policies in force from time to time, including without limitation for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

42. Secretary

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

43. Lien

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

43.2 The Company's Lien over a Share:

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

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

43.3 Subject to the provisions of this Article 43, if:

- (a) a notice complying with Article 43.4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and
- (b) the person to whom the notice was given has failed to comply with it,

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

43.4 A Lien Enforcement Notice:

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

43.5 Where any Share is sold pursuant to this Article 43:

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

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

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;

- (b) secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.
- 43.7 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:
 - (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.

44. Call Notices

- 44.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder who has not fully paid for that Shareholder's Share(s) requiring the Shareholder to pay the Company a specified sum of money (a "**Call**") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.
- 44.2 A Call Notice:
 - (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);
 - (b) shall state when and how any call to which it relates it is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 44.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.
- 44.4 Before the Company has received any call due under a Call Notice the Directors may:
 - (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.
- 44.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.
- 44.6 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to:
 - (a) pay calls which are not the same; or
 - (b) pay calls at different times.

44.7 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):

- (a) on allotment;
- (b) on the occurrence of a particular event; or
- (c) on a date fixed by or in accordance with the terms of issue.

44.8 If the due date for payment of such a sum as referred to in Article 44.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that sum, and shall be liable to the same consequences as regards the payment of interest and forfeiture.

44.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):

- (a) the Directors may issue a notice of intended forfeiture to that person; and
- (b) until the call is paid, that person shall be required to pay the Company interest on the call from the Call Payment Date at the Relevant Rate (as defined below).

44.10 For the purposes of Article 44.9:

- (a) the "**Call Payment Date**" shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "**Call Payment Date**" is that later date;
- (b) the "**Relevant Rate**" shall be:
 - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors; or
 - (iii) if no rate is fixed in either of these ways, five per cent. a year,

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

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

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

45. Forfeiture of Shares

45.1 A notice of intended forfeiture:

- (a) may be sent in respect of any Share for which there is an unpaid sum in respect of which a call has not been paid as required by a Call Notice;

- (b) shall be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
 - (c) shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;
 - (d) shall state how the payment is to be made; and
 - (e) shall state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.
- 45.2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.
- 45.3 Subject to these Articles, the forfeiture of a Share extinguishes:
- (a) all interests in that Share, and all claims and demands against the Company in respect of it; and
 - (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.
- 45.4 Any Share which is forfeited in accordance with these Articles:
- (a) shall be deemed to have been forfeited when the Directors decide that it is forfeited;
 - (b) shall be deemed to be the property of the Company; and
 - (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 45.5 If a person's Shares have been forfeited then:
- (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
 - (b) that person shall cease to be a Shareholder in respect of those Shares;
 - (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
 - (d) that person shall remain liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
 - (e) the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 45.6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.

- 45.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 45.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 45.9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 45.10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum which:
- (a) was, or would have become, payable; and
 - (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,
- but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

46. Surrender of Shares

- 46.1 A Shareholder shall be entitled to surrender any Share:

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

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

- 46.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.
- 46.3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

47. Authority to capitalise and appropriation of capitalised sums

- 47.1 The Board may, if authorised to do so by an ordinary resolution (with Investor Majority Consent, acting reasonably and in good faith):
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

- (b) appropriate any sum which they so decide to capitalise (a “**Capitalised Sum**”) to such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the “**Shareholders Entitled**”).

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

- 47.2 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion) deem appropriate.
- 47.3 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 Shareholders Entitled or as they may direct.
- 47.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.
- 47.5 Subject to the Articles the Board may:
 - (a) apply Capitalised Sums in accordance with Articles 47.3 and 47.4 partly in one way and partly another;
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 47; and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 47.