

DATED 9 September 2022

**THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW ARTICLES OF ASSOCIATION OF
PLU&M LIMITED**

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THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
NEW ARTICLES OF ASSOCIATION
OF
PLU&M LIMITED

(Adopted by a special resolution passed on 9 September 2022)

1. INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these Articles:
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa; and
 - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.4 Where there is reference to Investor 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.

2. DEFINITIONS

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

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

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

"A Majority" means the holders of more than 50% of the A Shares from time to time;

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

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

"A Share Issue Price" means £10.87;

"Anti-Dilution Shares" has the meaning given to it in Article 34;

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

"Articles" means the Company's articles of association for the time being in force;

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets and, for these purposes, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business on terms that the Company may not use that intellectual property shall be considered a disposal of those intellectual property rights);

"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; or
- (c) any Member of the same Fund Group;

"Auditors" means the auditors of the Company from time to time or, if the Company has lawfully not appointed auditors, its accountants for the time being;

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

"B+ Exercising Investor" has the meaning given Article 34;

"B+ Majority" means the holders of more than 50% of the B+ Shares from time to time;

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

"B+ Shares" means the B+ preferred shares of £0.0001 each in the capital of the Company from time to time;

"B+ Share Issue Price" means £0.75;

"Bad Leaver" means the Founder where he ceases to be an Employee at any time as a consequence of his dismissal as an Employee for Cause;

"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;

"BGF Investors" means BGF Ventures LP, BGF Nominees Limited or their Permitted Transferees (as the case may be);

"BGF Manager" means BGF Investment Management Limited;

"BGF Ventures" means BGF Ventures LP a limited partnership registered in England and Wales with number LP17753 whose registered office is at 13-15 York Buildings, London, WC2N 6JU, or as the context requires or permits, its nominee, and references to BGF Ventures shall include any Permitted Transferees of BGF Ventures to whom shares have been transferred;

"BGF Ventures Group" means BGF Ventures, the BGF Manager, any Member of the same Group as the BGF Manager and any person, fund, partnership or company (or any nominees of them) managed or advised by the BGF Manager or any Member of the same Group as the BGF Manager, or of which the BGF Manager or any Member of the same Group as the BGF Manager is a general partner, in each case being a subsidiary, person, fund, partnership or company carrying on the business of making, managing or advising on the holding of share investments and **"member of the BGF Ventures Group"** shall be construed accordingly;

"Bonus Issue" or **"Reorganisation"** means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the holders of B+ Shares or A Shares) or any issue of Anti-Dilution Shares or any consolidation or sub-division or any repurchase or redemption of shares (other than B+ Shares or A 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 in respect of the grant of options under any Share Option Plan(s);

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

"Cause" means the Founder's:

- (a) gross misconduct or a material (being not minimal or trivial in consequence), irremediable and persistent or repudiatory breach of the terms of his employment agreement with the Company, or non-compliance with non-compete obligations during the term of his employment as determined by an employment tribunal or an Independent Expert in the event of dispute between the Company and the Founder; or
- (b) being convicted of, or entering a plea of no contest to, a felony (other than a traffic violation) relating to the Company, which carries a custodial sentence and which actually brings the Group into disrepute;

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

"Company" means PLU&M Limited (company number 09811319);

"Connected" has the meaning given in Section 1122 of CTA 2010;

"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;

"Connected Person" has the meaning given in section 1122 of CTA 2010;

"Conversion Date" has the meaning given in Articles 9.1 and 9.6;

"Conversion Ratio" has the meaning given in Article 9.6;

"Conversion Shares" has the meaning given to it in the Subscription Agreement;

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

"Crowdcube Investors" means the owners of the beneficial title to the Crowdcube Shares from time to time, whose Shares are held on trust by the Crowdcube Nominee;

"Crowdcube Nominee" means Crowdcube Nominees Limited (company number 09820478) and its Permitted Transferees;

"Crowdcube Shares" means all Shares issued to the Crowdcube Nominee (beneficially owned by the Crowdcube Investors);

"CTA 2010" means the Corporation Tax Act 2010;

"Data Protection Legislation" means the Data Protection Act 1998, the Data Protection Act 2018, the General Data Protection Regulation 2016/679, the EU Data Protection Directive 95/46/EC, the Privacy and Electronic Communications Directive 2002/58/EC (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and all applicable laws and regulations relating to processing of personal data, including where applicable the guidance and codes issued by the Information Commissioner or other appropriate supervisory authority;

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

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

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

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

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

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

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

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

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Equity Securities" has the meaning given in sections 560(1) to (3) inclusive of the Act;

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

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

"Expert Valuer" is as determined in accordance with Article 17.2;

"Fair Value" is as determined in accordance with Article 17;

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

"FF CLA" means the convertible loan agreement between the Company, UK FF Nominees Limited and the Other Lenders (as defined therein) dated 23 June 2020;

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

"Founder Director(s)" means those director(s) of the Company nominated by the Founder under Article 28.1(d);

"Founder" means Doron Meyassed;

"Founder Shares" means all Ordinary Shares and A Shares held by the Founder;

"Fractional Holders" has the meaning given in Article 9.11;

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

- (i) the number of Equity Shares then in issue and outstanding; and
- (ii) the number of Equity Shares 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;

"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;

"Hearst" means Hearst Ventures, Inc. and its Permitted Transferees;

"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 match those of the Company immediately prior to the transfer of the issued share capital of the Company to such holding company;

"Independent Expert" means a Barrister of at least 10 years standing agreed between the Founder and the Company or failing such agreement within 10 Business Days, appointed by the chairman of the General Council of the Bar on application by the Founder or the Company;

"Investor Director Consent" means the prior written consent of a simple majority by number of the Investor Directors;

"Investor Directors" means such directors of the Company nominated under Articles 28.1(a) to 28.1(f);

"Investor Majority" means the holders of more than 50 per cent of the Investor Shares from time to time, excluding any Investor Shares held by the Founder and his Permitted Transferees;

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

"Investors" has the meaning given in the Subscription Agreement;

"Investor Shares" means the B+ Shares and the A Shares;

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

"ITA" means Income Tax Act 2007;

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

"Latitude" means Latitude, L.P. and its Permitted Transferees;

"Local Globe" means Local Globe VII, L.P. and its Permitted Transferees;

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

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

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

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

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 12.7);

"Octopus Investors" means Octopus Titan VCT Plc and its Permitted Transferees;

"Offer" has the meaning set out in Article 20.2;

"Offer By Way of Rights" has the meaning set out in Article 9.13;

"Offer Period" has the meaning set out in Article 20.3;

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

"Original Shareholder" has the meaning set out in Article 15.1;

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

"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), any Member of the same Group; and
- (c) in relation to a Shareholder which is an Investment Fund, any Member of the same Fund Group;
- (d) in relation to the BGF Investors:
 - (i) to any member of the BGF Ventures Group, any person who is connected with BGF Ventures or a member of the BGF Ventures Group, any general partner, limited partner or other partner in or trust, nominee, manager of, adviser, promoter, beneficiary, withholder or other financier of a member of the BGF Ventures Group or any person who is connected with a member of the BGF Ventures Group;
 - (ii) any third party acquirer of BGF Investor's portfolio of investments (being more than one) provided that such acquirer is managed and/or advised by BGF Investors;
- (e) in relation to the UK FF to any Associated Government Entities or Institutional Investor (in each case, as defined in the FF CLA) as set out in Article 15.13;
- (f) in respect of the transfer of any beneficial interest in the Crowdcube Shares held by a Crowdcube Investor, any person provided the legal title continues to be held by the Crowdcube Nominee and the transferee is a member of the Crowdcube platform;
- (g) in respect of the Crowdcube Nominee, any replacement nominee in respect of the Crowdcube Shares;

"Personal Data" has the same meaning as the term "personal data" under the Data Protection Legislation;

"Privileged Relation" means, in relation to a Shareholder who is an individual member or deceased or former member, a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue);

"Proceeds of Sale" means the consideration payable (including any deferred and/or contingent consideration), whether in cash or otherwise, to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by an Investor Majority and in respect of any consideration payable otherwise in cash, shall be the amount certified by the Auditors (or, if the Auditors decline to act or are unable to act, an independent firm of accountants appointed by the Company), acting as experts and not as arbitrators, as being in their opinion the current cash value of that consideration;

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

"Proposed Sale Date" has the meaning given in Article 20.3;

"Proposed Sale Notice" has the meaning given in Article 20.3;

"Proposed Sale Shares" has the meaning given in Article 20.3;

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

"Proposed Transfer" has the meaning given in Article 20.1;

"ProVen Investor Director" means the Director appointed pursuant to Article 28.1(b);

"ProVen Investors" means ProVen VCT Plc, ProVen Growth & Income VCT Plc and Litchfield Media Limited and their respective Permitted Transferees;

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

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

"Relevant Interest" has the meaning set out in Article 31.5;

"Revolutionary" means (i) Revolutionary (Ad)ventures No 20 Ltd (a company registered in the British Virgin Islands with company number 1903969 and whose registered address is at Coastal Building 2nd Floor, Wickham's Cay II, Road Town, Tortola, British Virgin Islands), (ii) Glen Ventures LLP (a limited liability partnership registered in England with number OC413524 and whose registered address is Flat 3 Grace Court, Totteridge Green, London N20 8PY) (iii) Westbrooke Rhythm Limited whose registered address is at No 2 The Forum, Grenville Street, St Helier, Jersey, JE1 4HH, Channel Islands and (iv) their Permitted Transferees;

"Sale Shares" has the meaning set out in Article 16.2(a);

"Seller" has the meaning set out in Article 16.2;

"Shareholder" means any holder of any Shares;

"Shareholders' Agreement" means the shareholders' agreement dated on or around the Date of Adoption between (1) the Investors (2) the Founder (3) the Existing Shareholders (each as defined therein) and (4) the Company;

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

"Shares" means the B+ Shares, the A Shares, the Ordinary Shares, and the Deferred Shares (if any) from time to time;

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

"Starting Price" means, in relation to a Share, the relevant Subscription Price for that Share (if applicable, as adjusted as referred to in Article 34.4);

"Subscription Agreement" means the subscription agreement dated on or around the Date of Adoption between, amongst others, the Company, the Founder and the Investors;

"Subscription Price" means:

- (a) in respect of each B+ Share issued on the Date of Adoption, £0.75 per B+ Share;
- (b) in respect of each B+ Share issued after the Date of Adoption, the price at which the relevant B+ Share was issued;
- (c) in respect of each A Share issued on the Date of Adoption, £10.87 per A Share;
- (d) in respect of any other Share, the price at which the relevant Share was issued;

"Subsidiary", "Subsidiary Undertaking" and "Parent Undertaking" have the meanings set out in the Act;

"Talis" means Talis Ventures Fund 8 Limited, Beyond Digital Six Limited, Talis Ventures Fund 7 Limited and their respective Permitted Transferees;

"Talis Investor Director" means the Director appointed pursuant to Article 28.1(a);

"Transfer Notice" shall have the meaning given in Article 16.2;

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

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

"UK FF" means UK FF Nominees Limited and its Permitted Transferees; and

"VCT Provisions" the provisions of Part 6 Income Tax Act 2007 and sections 151A and 151B of the Taxation of Chargeable Gains Act 1992 (in each case as inserted and/or amended from time to time).

3. SHARE CAPITAL

- 3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and

ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.

- 3.2 Except as otherwise provided in these Articles, the Equity Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 3.3 Subject to Investor Majority Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.
- 3.4 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".
- 3.5 The limitations in this Article 3.5 shall apply to:
- (i) any Shareholder that is a "company" for the purpose of the independence requirement in section 296(2) of ITA ("**Corporate Shareholder**"); and
 - (ii) any Shareholder that is a Connected Person in relation to that Corporate Shareholder (a "**Relevant Connected Person**").
- (b) At any time on a liquidation or other return of capital event (including the redemption or repurchase of Shares) the aggregate amount payable to any Corporate Shareholder and all of its Relevant Connected Persons shall not exceed 50% of the assets of the Company available for distribution amongst the participators (as defined in section 454 of CTA 2010) of the Company at that time.
- (c) At any time, on a distribution of any profits of the Company by way of dividend or otherwise (including on the redemption or repurchase of Shares) no distribution shall be made to any Corporate Shareholder and all of its Relevant Connected Persons if, and to the extent that, the aggregate amount that would (but for this Article(c)) be payable to that Corporate Shareholder and its Relevant Connected Persons would exceed 50% of the total amount of the profits of the Company available for distribution at that time.
- (d) Subject to Article 3.5(e), at any time the aggregate number of votes attaching to all the Share held by any Corporate Shareholder and all of its Relevant Connected Persons shall be restricted to the lower of:
- (i) 49.99% of the votes attaching to all Shares; and
 - (ii) the total number of votes that would have been conferred on such Shareholders if this Article 3.5(d) did not apply.
- (e) The voting rights conferred on the Shares held by the BGF Investors shall be restricted to the lower of:
- (i) 40% of the voting rights attaching to all Shares; and
 - (ii) the total number of votes that would have been conferred on such Shareholders if this Article 3.5(e) did not apply.

4. DIVIDENDS

- 4.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.
- 4.2 Any Available Profits which the Company may determine, with Investor 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 PROVIDED always that this Article 4.2 is subject to the limits set out in Article 3.5.
- 4.3 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.
- 4.4 Every dividend shall accrue on a daily basis assuming a 365-day year. All dividends are expressed net and shall be paid in cash.
- 4.5 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".

5. LIQUIDATION

- 5.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities (the "**Surplus Assets**") shall be applied (to the extent that the Company is lawfully permitted to do so):
- 5.1.1 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);
- 5.1.2 second in paying the greater of either:
- a) a sum equal to A plus £100 (where A is an amount equal to two times the Subscription Price per B+ Share multiplied by the aggregate number of B+ Shares in issue together with a sum equal to the declared but unpaid dividends in relation to each B+ Share) to be distributed as to 0.0001% to the holders of the A Shares and Ordinary Shares *pro rata* according to the number of A Shares and Ordinary Shares held by them respectively and as to the balance to the holders of the B+ Shares *pro rata* according to the Subscription Prices of the B+ Shares held by them (provided that if there are insufficient surplus assets to pay the amounts due under this Article 5.1.2, the available Surplus Assets shall be distributed to the holders of Equity Shares *pro rata* to the amount they would otherwise have received under this Article 5.1.2); or
 - b) an amount per share held equal to the amount such B+ Shareholder would receive if the B+ Shares held by it were deemed to convert into Ordinary Shares pursuant to Article 9 immediately prior to such

distribution and the surplus assets were deemed distributed among the holders of all Ordinary Shares pro rata to the number of Ordinary Shares held;

5.1.3 third, in paying the greater of either:

- a) a sum equal to B plus £100 (where B is an amount equal to the Subscription Price multiplied by the aggregate number of A Shares in issue together with a sum equal to the declared but unpaid dividends in relation to each A Share) to be distributed as to 0.0001% to the holders of the B+ Shares and Ordinary Shares pro rata according to the number of B+ Shares and Ordinary Shares held by them respectively and as to the balance to the holders of the A Shares pro rata according to the Subscription Prices of the A Shares held by them (provided that if there are insufficient surplus assets to pay the amounts due under this Article 5.1.3, the available Surplus Assets shall be distributed to the holders of Equity Shares pro rata to the amount they would otherwise have received under this Article 5.1.3); or
- b) an amount per share held equal to the amount such A Shareholder would receive if the A Shares held by it were deemed to convert into Ordinary Shares pursuant to Article 9 immediately prior to such distribution and the surplus assets were deemed distributed among the holders of all Ordinary Shares pro rata to the number of Ordinary Shares held; and

5.1.4 thereafter, the balance of the Surplus Assets (if any) shall be distributed as to 0.0001% to the holders of the B+ Shares and A Shares pro rata according to the number of B+ Shares and A Shares held by them respectively and as to the balance to the holders of the Ordinary Shares pro rata to the number of Ordinary Shares held,

PROVIDED ALWAYS that this Article 5 is subject to Article 3.5.

6. EXIT PROVISIONS

6.1 On a Share Sale, the Proceeds of Sale shall be distributed in the order of priority set out in Article 5 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 5; and
- (b) the Shareholders shall take any action necessary to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5,

provided that the limits in Article 3.5 shall not apply.

6.2 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 5, provided that the limits in Article 3.5 shall not apply.

6.3 On an Asset Sale, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out Article 5, provided always that:

- (a) 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 necessary so that Article 5 applies; and
- (b) the limits in Article 3.5 will apply.

7. VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS

7.1 The Equity Shares shall confer on each holder of Equity Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.

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

7.3 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him,

PROVIDED ALWAYS that this Article 7 is subject to Article 3.5.

8. CONSOLIDATION OF SHARES

8.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

8.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

9. CONVERSION OF B+ SHARES AND A SHARES

9.1 Any holder of B+ Shares or A Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid B+ Shares or A Shares held by them at any time and those B+ Shares or A Shares (as applicable) shall convert automatically on the date stated in such notice (the "**Conversion Date**"), provided that the holder may in such notice state that conversion of its B+ Shares or A Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**").

- 9.2 All of the fully paid B+ Shares shall automatically convert into Ordinary Shares:
- (a) on the date of a notice given by a B+ Majority (which date shall be treated as the Conversion Date); or
 - (b) immediately upon the occurrence of an IPO.
- 9.3 All of the fully paid A Shares shall automatically convert into Ordinary Shares:
- (a) on the date of a notice given by an A Majority (which date shall be treated as the Conversion Date); or
 - (b) immediately upon the occurrence of an IPO.
- 9.4 In the case of: (i) Articles 9.1, 9.2(a) and 9.3(a), not more than five Business Days after the Conversion Date; or (ii) Article 9.2(b) and 9.3(b), at least five Business Days prior to the occurrence of the IPO, each holder of the relevant B+ Shares or A Shares shall deliver the certificate(s) (or a duly executed indemnity for lost certificate(s) in a form acceptable to the Board) in respect of the B+ Shares or A Shares (as applicable) being converted to the Company at its registered office for the time being.
- 9.5 Where conversion is mandatory on the occurrence of an IPO, that conversion will be effective only immediately prior to and conditional upon such IPO (and "**Conversion Date**" shall be construed accordingly) and, if such IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 9.1, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date, such conversion shall be deemed not to have occurred.
- 9.6 On the Conversion Date, the relevant B+ Shares or A Shares (as applicable) shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each B+ Share or A Share held (as applicable) (the "**Conversion Ratio**"), and the Ordinary Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued Ordinary Shares.
- 9.7 The Company shall on the Conversion Date enter the holder of the converted B+ Shares or A Shares (as applicable) on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) in respect of the B+ Shares or A Shares (as applicable) in accordance with this Article, the Company shall, within ten Business Days of the Conversion Date, forward to such holder of B+ Shares or A Shares (as applicable) by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 9.8 On the Conversion Date, the Company will, subject to it having distributable profits available for the purpose, pay to holders of the Investor Shares falling to be converted a dividend equal to any unpaid Arrears and declared but unpaid dividends in relation to those Investor Shares, which payment may be waived by an Investor Majority.

General:

- 9.9 The Conversion Ratio referred to in Articles 9.7 shall from time to time be adjusted in accordance with the provisions of this Article:
- (a) if Investor Shares remain capable of being converted into new Ordinary Shares and there is a consolidation and/or sub-division of Ordinary Shares, the

Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (acting with Investor Director Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Investor Shares is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division, provided that if any proposed adjustment to the Conversion Ratio would have an adverse effect on one class of Equity Shares (covered by the definition of Investor Shares) over another class of Equity Shares (covered by the definition of Investor Shares), the prior written consent of the B+ Majority in respect of any adverse effect on the B+ Shares and the prior written consent of the A Majority in respect of any adverse effect on the A Shares, shall also be required in respect of such proposed adjustment;

- (b) if Investor Shares remain capable of being converted into Ordinary Shares, on an allotment of fully-paid Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (acting with Investor Director Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Investor Shares is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue, provided that if any proposed adjustment to the Conversion Ratio would have an adverse effect on one class of Equity Shares (covered by the definition of Investor Shares) over another class of Equity Shares (covered by the definition of Investor Shares), Investor Majority Consent shall also be required in respect of such proposed adjustment.

- 9.10 If any holder of Investor Shares becomes entitled to fractions of an Ordinary Share as a result of conversion ("**Fractional Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the relevant 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 relevant Fractional Holder's agent for the purpose of the sale.
- 9.11 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 9.10, or if so requested by an Investor Majority, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.
- 9.12 If Investor Shares remain capable of being converted into new Ordinary Shares and Ordinary Shares are offered by the Company by way of rights to holders of Ordinary Shares (an "**Offer By Way of Rights**"), the Company shall on the making of each such offer, make a like offer to each holder of Investor Shares as if immediately before the record date for the Offer By Way Of Rights, his Investor Shares had been converted into fully-paid Ordinary Shares at the then applicable Conversion Ratio.

10. DEFERRED SHARES

- 10.1 Subject to the Act, any Deferred Shares may be purchased or (in the case of Shares issued as redeemable shares) 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).

10.2 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 of (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.

10.3 No Deferred Share may be transferred without the prior consent of the Board (acting with Investor Director Consent).

11. VARIATION OF RIGHTS

11.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class, save that:

- (a) the special rights attaching to the B+ Shares may only be varied or abrogated with the consent of a B+ Majority; and
- (b) the special rights attaching to the A Shares may only be varied or abrogated with the consent of an A Majority.

11.2 The creation of a new class of shares which has rights preferential to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.

12. ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

12.1 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.

12.2 Unless otherwise agreed by special resolution and with Investor Majority Consent, if the Company proposes to allot any New Securities, those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Equity Shares (the "**Subscribers**") on the same terms and at the same price as those New Securities are being offered to other persons on a *pari passu* and *pro rata* basis to the number of Equity Shares (as if the Equity Shares constituted one and the same class) held by those holders (as nearly as may be without involving fractions). The offer (the "**Subscription Offer**"):

- (a) shall be in writing, be open for acceptance from the date of the offer to the date ten 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) must require each Subscriber who wishes to subscribe for New Securities to state the number of New Securities for which it wishes to subscribe (which may be a number in excess of the proportion to which that Shareholder is entitled, any New Securities representing that excess being "**Excess Securities**").
- 12.3 At the end of the Subscription Period, the Company shall (subject to payment of the appropriate subscription price) allot and issue to each Shareholder who applied to subscribe for New Securities a number of New Securities equal to the lower of:
 - (a) the number of New Securities that Shareholder applied for; and
 - (b) the number of New Securities offered to that Shareholder in the Subscription Offer.
- 12.4 If, following the allotments and issues described in Article 12.3, there remain any New Securities that have not been allotted and issued to Shareholders, the Company shall (subject to payment of the appropriate subscription price) allot and issue those remaining New Securities to those Shareholders who applied for Excess Securities on a basis *pro rata* to the number of Equity Shares held by those Shareholders immediately before the Subscription Offer was made (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by that Shareholder).
- 12.5 If, following all allotments and issues (if any) described in Articles 12.3 and 12.4, there remain any New Securities that have not been allotted and issued to Shareholders, the Company may offer those New Securities to any other person that the Directors may determine at the same price and on the same terms as the offer to the Shareholders.
- 12.6 Subject to the requirements of Articles 12.2 to 12.5 (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.
- 12.7 The provisions of Articles 12.2 to 12.5 (inclusive) shall not apply to:
 - (a) options to subscribe for Ordinary Shares, and the issue of shares pursuant to the exercise of options granted, under any Share Option Plan;
 - (b) New Securities issued or granted in order for the Company to comply with its obligations under these Articles including, but not limited to the Anti-Dilution Shares;
 - (c) Shares or options for Shares issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by an Investor Majority;
 - (d) New Securities issued as a result of a Bonus Issue or Reorganisation which has been approved in writing by an Investor Majority;
 - (e) Shares or options for Shares issued or granted to the Investors in accordance with the terms of the Subscription Agreement.
 - (f) Shares issued in connection with strategic partnership transactions approved by the Board (with Investor Director Consent); or

- (g) Shares or securities issued pursuant to a venture debt or other financing transaction approved in writing by the Board (with Investor Director Consent).
- 12.8 The Directors may, as a condition to the issue and allotment of shares in the Company require each of the Subscribers 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 and if any condition is imposed in accordance with this Article 12.8 the issue and allotment of shares in the Company to a Subscriber may not be registered unless that deed has been executed and delivered to the Company's registered office by the respective Subscribers.
- 12.9 Any New Securities offered under this Article 12 to a holder of Investor Shares may be accepted in full or part only by a Member of the same Fund Group as that holder of Investor Shares or a Member of the same Group as that holder of Investor Shares in accordance with the terms of this Article 12.
- 12.10 No Shares shall be allotted to any Employee, Director, prospective Employee or prospective director of the Company who, in the opinion of the Board, is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.
- 12.11 The ProVen Investors, Talis, the Octopus Investors, the BGF Investors, Local Globe, Revolutionary, Latitude and Hearst may assign all or any portion of their rights under this Article 12 to a Permitted Transferee.

13. LIEN

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

14. TRANSFERS OF SHARES – GENERAL

- 14.1 In Articles 14 to 22 (inclusive), reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 14.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 14.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.
- 14.4 Any transfer of a Share by way of sale which is required to be made under Articles 16 to 22 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 14.5 The Directors may refuse to register a transfer if:
 - (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;

- (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company who, in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
- (c) the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
- (d) the transfer is not accompanied by the certificate for the Shares to which it relates (or a duly executed 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;
- (e) the transfer is in respect of more than one class of Shares;
- (f) the transfer is in favour of more than four transferees; or
- (g) 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.

14.6 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 14.6 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

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

- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that, at the election of the relevant Investor, such rights shall not cease if as a result of such cessation the Company shall become a subsidiary of an Investor;

- (b) payment of all dividends or other distributions otherwise attaching to the relevant shares or to any further shares issued in respect of those shares shall be withheld; and
- (c) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

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

- 14.8 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of ten Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.
- 14.9 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 (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;
 - (b) it does not include a Minimum Transfer Condition (as defined in Article 16.2(d)); and
 - (c) the Seller wishes to transfer all of the Shares held by it.
- 14.10 The Crowdcube Nominee shall not be entitled to make any transfer or otherwise dispose of the whole or any part of their interest in, or rights in respect of, or grant any option or other rights over, the Crowdcube Shares to any person other than (i) to a Permitted Transferee or (ii) with the prior written consent of the Board or (iii) where required to do so pursuant to these Articles or (iv) pursuant to acceptance of an Offer (as defined in Article 20.2) and provided that in each case a Crowdcube Nominee remains the holder of the legal title of all of the Crowdcube Shares. If such a transfer is made by a Crowdcube Nominee pursuant to this Article 14.10, the transferee shall be treated as a Crowdcube Nominee for all purposes under these Articles. Any purported transfer of legal title to the Crowdcube Shares other than in accordance with this Article 14.10 will be invalid.
- 14.11 Each Crowdcube Investor shall not be entitled to transfer or otherwise dispose of the whole or any part of their interest in, or rights in respect of, or grant any option or other rights over, the beneficial interest in the Crowdcube Shares held by them other than (i) to its Permitted Transferee or (ii) where required to do so pursuant to these Articles or (iii) pursuant to acceptance of an Offer (as defined in Article 20.2) and provided in each case that the Crowdcube Nominee shall at all times remain the holder of the legal title of all of the Crowdcube Shares. If such a transfer is made by a Crowdcube Investor pursuant to this Article 14.11, the transferee shall be treated as a Crowdcube Investor for all purposes under these Articles. The Crowdcube Nominee shall procure, so far as it lies within its power to do so, that each Crowdcube Investor complies with the terms of this Article and shall not permit the transfer of any beneficial interest in any Crowdcube Shares by a Crowdcube Investor to the extent such transfer does not comply with this Article.

15. PERMITTED TRANSFERS

- 15.1 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.
- 15.2 Shares previously transferred as permitted by Article 15.1 or 15.3 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 15.3 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.
- 15.4 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 on the first Business Day after the expiry of that five-Business Day period.
- 15.5 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 on the first Business Day after the expiry of that five-Business Day period.
- 15.6 Trustees may:
- (a) transfer Shares to a Qualifying Company;
 - (b) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder; or
 - (c) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 15.7 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) that 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.

- 15.8 If a Permitted Transferee which is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must, within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) (and 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 include Investor Director Consent) to have given a Transfer Notice in respect of such Shares on the first Business Day after the expiry of that five-Business Day period. For the purposes of determining an approval of the Board in connection with this Article, no account shall be taken of any vote cast at any meeting of the Board, or resolution signed by, any director who is the Permitted Transferee, the Original Shareholder or a person connected with either of them.
- 15.9 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 16.2, failing which he shall be deemed to have given a Transfer Notice on the first Business Day after the expiry of that 15-Business Day period.
- 15.10 On the death (subject to Article 15.3), 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 administrative receiver (as applicable), 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 who or that is not bankrupt or in liquidation. 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 (as applicable) will be deemed to have given a Transfer Notice on the first Business Day after the expiry of that five-Business Day period.
- 15.11 A transfer of any Shares approved by the Board (acting with Investor Director Consent) with the consent of those Continuing Shareholders who together hold seventy-five per cent. (75%) or more of the Equity Shares held by them (which group must include 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.
- 15.12 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 and that sale has been approved by a majority of the Board.
- 15.13 Notwithstanding anything to the contrary in these Articles, the UK FF shall at any time be entitled to transfer any of its shares in the capital of the Company that are held by the UK FF, without restriction as to price or otherwise and free of pre-emption rights howsoever expressed to:
- (a) any Associated Government Entities (as defined in the FF CLA); or

- (b) an Institutional Investor (as defined in the FF CLA) that is acquiring the whole or part (being not fewer than 10 companies, including the Company) of the UK FF's interest in a portfolio of investments which comprise or result from the conversion of unsecured convertible loans substantially on the same terms as the convertible loan agreement between the UK FF and the Company, provided always that such transaction(s) is bona fide in all respects.

16. TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

16.1 Save where the provisions of Article 15, 20, 21 and/or 22 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 16.

16.2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or unconditionally 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; and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**").

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the "**Transfer Price**") must be agreed by the Board. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board. In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within five Business Days of the Company receiving the Transfer Notice.

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

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

16.5 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice; and
- (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 17, the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 16.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

16.6 *Transfers: First Offer*

- (a) The Board shall offer the Sale Shares to all holders of the Equity Shares specified in the offer other than the Seller (the "**Continuing Shareholders**"), inviting them to apply in writing within the period from the date of the offer to the date 15 Business Days after the offer (inclusive) (the "**First Offer Period**") for the maximum number of Sale Shares they wish to buy.

- (b) If the Sale Shares are subject to a Minimum Transfer Condition, then any allocation made under this Article 16.6 will be conditional on the fulfilment of the Minimum Transfer Condition.
- (c) If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate to each Continuing Shareholder who has applied for Sale Shares a number of Sale Shares equal to the lower of:
 - (i) the number of Sale Shares that Continuing Shareholder applied for; and
 - (ii) such proportion of the Sale Shares as is equal to the proportion (fractional entitlements being rounded to the nearest whole number) which that Continuing Shareholder's existing holding of the relevant class(es) of Shares bears to the total number of the relevant class(es) of Shares held by those Continuing Shareholders who have applied for Sale Shares (the "**Relevant Proportion**").

If, following those allocations, there remain any Sale Shares that have not been allotted to Continuing Shareholders, the Company shall allocate those remaining Sale Shares to those Continuing Shareholders who applied for a number of Sale Shares which is greater than the number representing their respective Relevant Proportions on a basis *pro rata* to the number of Shares of the relevant class(es) held by those Continuing Shareholders immediately before the Transfer Notice was received (as nearly as may be without involving fractions or increasing the number allocated to any Continuing Shareholder beyond that applied for by that Continuing Shareholder).

- (d) If, at the end of the First Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance (the "**Initial Surplus Shares**") will be dealt with in accordance with Article 16.7(e).

16.7 Completion of transfer of Sale Shares

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 16.6 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.
- (b) If:
 - (i) the Transfer Notice does not include a Minimum Transfer Condition; or
 - (ii) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 16.6 and once the requirements of Articles 20 and/or 21 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 ten Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- (d) If the Seller fails to comply with the provisions of Article 16.7(c):
 - (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (B) receive the Transfer Price and give a good discharge for it; and
 - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or a duly executed indemnity for lost certificate in a form acceptable to the Board).
- (e) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 16.7(f), the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price, provided that the sale of the unallocated Sale Shares shall continue to be subject to any Minimum Transfer Conditions.
- (f) The right of the Seller to transfer Shares under Article 16.7(e) does not apply if the Board is of the opinion, acting in good faith, on reasonable grounds that:
 - (i) the transferee is a person (or a nominee for a person) who the Board determines in its discretion, acting reasonably and in good faith, is a competitor of (or an Associate of a competitor of) the business of the Company or a Subsidiary Undertaking of the Company;
 - (ii) the sale of the Sale Shares is not being made *bona fide* or the price is subject to a deduction, rebate or allowance to the transferee; or
 - (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.

16.8 Any Sale Shares offered under this Article 16 to a holder of Investor Shares may be accepted in full or part only by a Member of the same Fund Group as that holder of Investor Shares or a Member of the same Group as that holder of Investor Shares in accordance with the terms of this Article 16.

16.9 The restrictions imposed by this Article 16 may be waived in relation to any proposed transfer of shares (the "**Transfer Shares**") with the consent of the Board (acting with Investor Director Consent) and the consent of the Continuing Shareholders who together hold seventy-five per cent. (75%) or more of the Equity Shares held by them.

17. VALUATION OF SHARES

17.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Article 14.9, 16.2 or otherwise, then, on the date of failing agreement, the Board shall either:

- (a) appoint an expert valuer in accordance with Article 17.2 (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 for any other Sale Shares 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.

17.2 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 agreed between the Board and the Seller.

If the Board and the Seller fail to agree the identity of the Expert Valuer before the date ten Business Days after the date of service of the Transfer Notice, either of them may request the then President of the Institute of Chartered Accountants in England and Wales to nominate an independent firm of chartered accounts to act as the Expert Valuer.

As soon as reasonably practicable after the Auditors or the relevant independent firm of chartered accountants (as applicable) indicates that it is willing to act as the Expert Valuer, the Board and the Seller shall jointly appoint the Auditors or that firm (as applicable) and act reasonably and in good faith to agree with the Expert Valuer the detailed terms of reference and the procedures that are to apply to the consideration and determination of the Fair Value.

If either the Board or the Seller fails to:

- (i) appoint the Expert Valuer; or
- (ii) agree the terms of reference and procedures,

in accordance with this Article 17, the other of them may, acting reasonably, acting alone but on behalf of both itself and the other of them, appoint the Expert Valuer and agree those terms of reference and procedures.

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

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

percentage of the issued share capital of the Company which they represent, 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.
- 17.4 If any difficulty arises in applying any of these assumptions or bases, then the Expert Valuer shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 17.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of its appointment and to notify the Board of its determination.
- 17.6 The Expert Valuer shall act as an expert and not as an arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 17.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to the Expert Valuer agreeing to such confidentiality provisions as the Board may reasonably request.
- 17.8 The Expert Valuer shall deliver its 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 that has been deemed served under these Articles, the Seller may, by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 17.9 The cost of obtaining the certificate shall be paid by the Company unless:
- (a) the Seller cancels the Company's authority to sell; or
 - (b) the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the Board to the Seller for the Sale Shares before Expert Valuer was instructed,

in which case the Seller shall bear that cost.

18. COMPULSORY TRANSFERS – GENERAL

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

If either requirement in this Article 18.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

- 18.3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (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.
- 18.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder (other than in respect of the ProVen Investors, Talis, the Octopus Investors, Hearst, Local Globe, Latitude or the BGF Investors) 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.

19. SUSPENSION OF VOTING RIGHTS

- 19.1 All voting rights attached to the Founder Shares held by the Founder (or any Permitted Transferee of the Founder following a transfer of Founder Shares following the Date of Adoption) (the "**Restricted Member**"), if any, shall at the time the Founder ceases to be an Employee by reason of being a Bad Leaver only be suspended, unless the Board and the Investor Majority notify him otherwise.
- 19.2 Any Founder Shares whose voting rights are suspended pursuant to Article 19.1 ("**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 19.1 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles (other than to a Permitted Transferee) 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.

20. MANDATORY OFFER ON A CHANGE OF CONTROL

- 20.1 Except in the case of Permitted Transfers and transfers pursuant to Article 18 after going through the pre-emption procedure in Article 16, the provisions of Article 20.2 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.
- 20.2 A Proposed Seller must, before making a Proposed Transfer, procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other holders of Equity Shares 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 20.7).
- 20.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least ten 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**").

- 20.4 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.
- 20.5 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.
- 20.6 The Proposed Transfer is subject to the pre-emption provisions of Article 16 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 16.
- 20.7 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 20.7(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 the provisions of Article 6; and
 - (b) "**Relevant Sum**" = $C \div A$ where:
 - A = number of Equity Shares being sold in connection with the relevant Proposed Transfer;
 - C = the Supplemental Consideration.

21. CO-SALE RIGHT

- 21.1 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 or the Board has determined that this Article 21 shall not apply to such transfer.
- 21.2 After the Selling Shareholder has gone through the pre-emption process set out in Article 16, the Selling Shareholder shall give to each holder of Equity Shares (an "**Equity Holder**") not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:
- (a) the identity of the proposed purchaser (the "**Buyer**");

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

For the purposes of this Article 21, 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 Article 6.

- 21.3 Each Equity Holder shall be entitled, within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Shareholder that he wishes to sell a certain number of Equity Shares held by him 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:

$$\frac{X}{Y} \times Z$$

where:

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

Y = is the total number of Equity Shares;

Z = is the number of Equity Shares the 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.

- 21.4 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.
- 21.5 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.
- 21.6 Sales made in accordance with this Article 21 shall not be subject to Article 16.

22. DRAG-ALONG

If the holders of 75 per cent of the Equity Shares (to include the Founder (for so long as the Founder is not a Bad Leaver) and an Investor Majority) (in each case, 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.

22.1 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:

- (a) that 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.

22.2 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.

22.3 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 Article 6 (the "**Drag Consideration**").

22.4 In respect of a transaction that is the subject of a Drag Along Notice and with respect to any Drag Document, a Called Shareholder shall be obliged to undertake to transfer his Shares with full title guarantee (and provide a duly executed indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall be obliged to give warranties that:

- (a) that Called Shareholder has the requisite capacity to enter into each Drag Document;
- (b) if that Called Shareholder is not an individual, the person or persons executing each Drag Document on behalf of that Called Shareholder has or have the due authority to do so and all necessary board, shareholder and other resolutions have been passed to enable the Called Shareholder to execute each Drag Document; and
- (c) that Called Shareholder is the sole legal and beneficial owner of the Shares held by such Called Shareholder, but shall not be required to give any other

warranties, indemnities, undertakings, covenants or obligations of any other kind whatsoever.

- 22.5 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) a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the "**Drag Documents**").
- 22.6 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 22.7 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 22 in respect of their Shares.
- 22.8 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 22 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. 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.
- 22.9 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 16.
- 22.10 On any person, following the issue of a Drag Along Notice, acquiring Shares 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 in respect of the Shares so acquired immediately upon that acquisition on the same terms as the previous Drag Along Notice, and the New Shareholder shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser, and the provisions of this Article 22 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

Asset Sale

- 22.11 In the event that an Asset Sale is approved by the Board and the holders of 75 per cent of the Equity Shares (to include the Founder (for so long as the Founder is not a Bad Leaver) and an Investor Majority) such consenting Shareholders shall have the right, by notice in writing to all other Shareholders, to require such Shareholders to take any and all such actions as it may be necessary for Shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the proceeds from such Asset Sale being distributed to Shareholders in accordance with the provisions of Articles 5 and 6.

23. GENERAL MEETINGS

- 23.1 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.
- 23.2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least 50 per cent in nominal value of the Equity Shares, any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 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.

24. PROXIES

- 24.1 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)".
- 24.2 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.

25. DIRECTORS' BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party.

26. ALTERNATE DIRECTORS

- 26.1 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.

- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 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.
- 26.7 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).
- 26.8 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.
- 26.9 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.

27. NUMBER OF DIRECTORS

Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two and no more than twelve.

28. APPOINTMENT OF DIRECTORS

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

- (a) for so long as Talis, Bob Finch, Rohini Finch and Vasile Foca together hold not less than 7% of the Equity Shares in issue, they shall be entitled to jointly nominate one person to act as a Director by notice in writing addressed to the Company from time to time and the other holders of Equity Shares shall not vote their Equity Shares so as to remove that Director from office. Talis, Bob Finch, Rohini Finch and Vasile Foca shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place;
- (b) for so long as the ProVen Investors hold between them not less than 7% of the Equity Shares in issue, shall be entitled to nominate one person to act as a Director by notice in writing addressed to the Company from time to time and the other holders of Equity Shares shall not vote their Equity Shares so as to remove that Director from office. The ProVen Investors shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place;
- (c) Local Globe and Latitude, for so long as Local Globe and Latitude together hold not less than 7% of the Equity Shares in issue, shall be entitled to jointly nominate one person to act as a Director by notice in writing addressed to the Company from time to time and the other holders of Equity Shares shall not vote their Equity Shares so as to remove that Director from office. Local Globe and Latitude shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place;
- (d) the Octopus Manager, for so long as the Octopus Investors hold between them not less than 7% of the Equity Shares in issue, shall be entitled to nominate one person to act as a Director by notice in writing addressed to the Company from time to time and the other holders of Equity Shares shall not vote their Equity Shares so as to remove that Director from office. The Octopus Manager shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place;
- (e) for so long as Mark Elborn and Marta Elborn together hold not less than 7% of the Equity Shares in issue, they shall be entitled to jointly nominate one person to act as a Director by notice in writing addressed to the Company from time to time and the other holders of Equity Shares shall not vote their Equity Shares so as to remove that Director from office. Mark Elborn and Marta Elborn shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place;
- (f) for so long as Hearst holds not less than 7% of the Equity Shares in issue, it shall be entitled to nominate one person to act as a Director by notice in writing addressed to the Company from time to time and the other holders of Equity Shares shall not vote their Equity Shares so as to remove that Director from

office. Hearst shall be entitled to remove its nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in its place;

- (g) the Founder shall be entitled for so long as he holds at least:
 - (i) 10.5% of the Equity Shares on a Fully Diluted Basis to nominate:
 - (A) if there are three or fewer Investor Directors appointed, three persons; or
 - (B) if there are more than three Investor Directors appointed, such number of persons as is equal to the total number of Investor Directors that are in office appointed by Investors pursuant to Article 28.1(a) to 28.1(f) (being, at the Date of Adoption, six Directors) to act as Directors,

in each case by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove such Directors from office. The Founder shall be entitled to remove his nominated Directors so appointed at any time by notice in writing to the Company served at its registered office and appoint other persons to act in their place;

- (ii) 7% of the Equity Shares on a Fully Diluted Basis (but less than 10% of the Equity Shares on a Fully Diluted Basis) to nominate two persons to act as Directors by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove such Directors from office. The Founder shall be entitled to remove his nominated Directors so appointed at any time by notice in writing to the Company served at its registered office and appoint other persons to act in their place; or
- (iii) 3.5% of the Equity Shares on a Fully Diluted Basis (but less than 7% of the Equity Shares on a Fully Diluted Basis) to nominate one person to act as a Director by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove such Director from office. The Founder shall be entitled to remove his nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place,

provided always that:

- (iv) if the Founder ceases to be an Employee at any time in circumstances in which he is a Bad Leaver and he holds more than 3.5% of the Equity Shares on a Fully Diluted basis, the Founder shall only be able to appoint one person to act as a Director (and upon his removal to appoint another person to act in his place), PROVIDED ALWAYS that the Founder shall cease to have such appointment (and removal right) where he holds less than 3.5% of the Equity Shares on a Fully Diluted basis. The Founder's appointment rights shall be restored immediately upon a Sale, an IPO or the Company registering a transfer (other than a Permitted Transfer) of the relevant Founder's Shares pursuant to the New Articles; and
- (v) if the Founder has not exercised his right to appoint any Founder Director which he is entitled to appoint pursuant to this Article 28.1, the Founder shall hold weighted voting rights that will provide the Founder with one

additional vote for each Founder Director which the Founder has the right to appoint but has not so appointed.

- 28.2 An appointment or removal of a Director under Article 28.1 will take effect at and from the time when the written notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.
- 28.3 Each Investor Director and each Founder Director shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking.

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

30. PROCEEDINGS OF DIRECTORS

- 30.1 The quorum for Directors' meetings shall be three Directors who must include the Talis Investor Director, the Octopus Investor Director and at least one Founder Director (in each case, if appointed) (save that where a Relevant Interest of a Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Director and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 30.2 Meetings of the Directors shall take place in accordance with this Article 30 at least once every 3 months.
- 30.3 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 30.4 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participants 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.
- 30.5 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 30.6 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the

Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

- 30.7 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote.
- 30.8 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

31. DIRECTORS' INTERESTS

Specific interests of a Director

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

- (h) any other interest authorised by ordinary resolution.

Interests of an Investor Director

31.2 In addition to the provisions of Article 31.1, 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) his appointing Investor;
- (b) a Fund Manager which manages or advises such Investor;
- (c) any of the funds advised or managed by a Fund Manager who advises or manages such Investor from time to time; or
- (d) another body corporate or firm in which a Fund Manager who advises or manages such Investor or any fund managed or advised by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

Interests of which a Director is not aware

31.3 For the purposes of this Article 31, 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

31.4 In any situation permitted by this Article 31 (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

31.5 Subject to Article 31.6, 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 31.7 and 31.8, 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 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 31.
- 31.6 Notwithstanding the other provisions of this Article 31, 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 31.8.

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

- 31.7 Subject to Article 31.8 (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 31), 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.

- 31.8 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 31.7 shall apply only if the conflict arises out of a matter which falls within Article 31.1 or Article 31.2 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

- 31.9 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 to declare an interest

31.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 31.1 or Article 31.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under Article 31.1(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

31.11 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 31.

31.12 For the purposes of this Article 31:

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

32. NOTICES

32.1 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 32.

Notices in hard copy form

32.2 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;
- (b) to the address notified to or by the Company for that purpose;
- (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;
- (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors;
- (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.

32.3 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

32.4 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 32.2; 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.

32.5 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 32.4(c), at the time such delivery is deemed to occur under the Act.

32.6 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

32.7 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

32.8 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.

32.9 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).

33. INDEMNITIES AND INSURANCE

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

- (a) without prejudice to any indemnity to which a Director or other officer of the Company may otherwise be entitled, every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities, losses costs and expenses incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no Director 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 33.1(a)(i), 33.1(a)(iii)(B) and 33.1(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.

33.2 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.

34. ANTI-DILUTION RIGHTS

B+ Shares

34.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Starting Price of a B+ Share (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 and to the extent that any of the holders of B+ Shares shall have specifically waived their rights under this Article, issue to each holder of B+ Shares (the "**B+ Exercising Investor**") a number of new B+ 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 34.2 (the "**B+ Anti-Dilution Shares**"):

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

Where:

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

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

SIP = Starting Price of a B+ Share

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 B+ Shares held by the B+ Exercising Investor prior to the B+ Qualifying Issue.

34.2 The B+ Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or any B+ Exercising Investor(s) shall agree otherwise in respect of their respective B+ Shares, in which event the B+ Exercising Investors, or the relevant B+ Exercising Investors (as applicable) shall be entitled to subscribe for the B+ Anti-Dilution Shares in cash at par (being the par value approved in advance by Investor Director Consent) and the entitlement of such B+ Exercising Investors to B+ Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 34.1 so that the B+ Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any B+ Exercising Investor as to the effect of Article 34.1 or this Article 34.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of B+ Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the B+ Exercising Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 34.2(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing B+ Shares, within five Business Days of the expiry of the offer being made by the Company to the B+ Exercising Investor and pursuant to Article 34.2(a).

34.3 If the Company makes an issue of shares after the Date of Adoption (other than any issue of shares pursuant to the Subscription Agreement) (a "**Further Issue**"); and:

- (a) a holder of B+ Shares is entitled to participate in such Further Issue by virtue of its pre-emption rights (whether arising under these Articles or otherwise); and
- (b) the holder of the B+ Shares in question does not subscribe for its full entitlement of the Further Issue (ignoring (i) any rights which arise from the failure of another person to subscribe and/or (ii) in the case of the ProVen Investors and the Octopus Investors only, the extent of any rights which a ProVen Investor or an

Octopus Investor (as applicable) is prevented (under the VCT Provisions) from taking up),

then all B+ Shares held by that holder will lose their right in respect of the Further Issue and thereafter to the anti-dilution rights set out in Articles 34.1 and 34.2.

Adjustment

- 34.4 In the event of any Bonus Issue or Reorganisation (other than a Bonus Issue or Reorganisation in which shares are issued as a result of the events set out in Article 12.7(b) or 12.7(d)), the Starting Price for the B+ Shares shall also be subject to adjustment on such basis as may be agreed by the Company with the B+ Majority within 10 Business Days after any Bonus Issue or Reorganisation. If the Company, the B+ 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.

35. PUT OPTION

- 35.1 Subject always to applicable law, in the event that it is determined by the UK FF (in its absolute discretion) that it would be prejudicial to the reputation of the UK FF and/or the UK Government to continue holding any shares in the capital of the Company, the UK FF shall have the option to require the Company to purchase all of the shares in the capital of the Company held by the UK FF for an aggregate price of £1.00 at any time (the “**Put Option**”), provided that:

- (a) the Put Option shall be exercisable by notice in writing from the UK FF to the Company, such notice being revocable only with the consent of the Board (acting in its absolute discretion) (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 36, including waiving any pre-emption rights relating to such transfer.