

**ENRO HOLDINGS LIMITED**  
(Company Number 09871211)  
(the 'Company')

WEDNESDAY



MEMBERS' WRITTEN RESOLUTION PURSUANT TO CHAPTER 2 OF PART 13  
OF THE COMPANIES ACT 2006 (the 'Act')

24/2/2016 2016 (the 'Circulation Date')

Passed on 7/3/2016 2016

We, the undersigned, being the eligible members of the Company pursuant to Chapter 2 of Part 13 of the Act, hereby **AGREE and RESOLVE** that the resolutions set out below take effect as if they had been passed as special resolutions of the Company at a general meeting duly convened and held

**WRITTEN RESOLUTIONS**

**Special Resolutions**

- 1 That the articles of association contained in the document attached to these written resolutions (the '**New Articles**') be approved and adopted as the new articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association
- 2 That, in accordance with section 551 of the Act, the directors of the Company ('**Directors**') be generally and unconditionally authorised to allot ordinary shares in the capital of the Company up to an aggregate nominal amount of £11 4339, provided that this authority shall, unless renewed, varied or revoked by the Company, expire 60 days after the passing of this resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of any such offer or agreement notwithstanding that the authority conferred by this resolution has expired
- 3 That, subject to the passing of resolution 2, the Directors be empowered pursuant to article 3 1 of the New Articles to allot shares pursuant to the authority conferred by resolution 2 up to an aggregate nominal value of £11 4339 as if the rights of pre-emption provided in the New Articles and any other rights of pre-emption, however arising, did not apply to any such allotment, provided that this power shall expire 60 days after the passing of this resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted after such expiry and the Directors may allot shares in pursuance of an such offer or agreement notwithstanding that the power conferred by this resolution has expired.

## AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the above resolution (the '**Resolutions**')

The undersigned, being the members of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions.



**Adrienne Mekelenkamp**

Date 7/3/2016



**Benjamin Rose**

Date 7/3/2016



**Cameron Shearer**

Date 7/3/2016

## NOTES

- 1 You may agree to both of the Resolutions or to neither of them, but you cannot agree to only one of the Resolutions
2. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above

**Please then deliver the original signed copy:**

- (a) **by hand** delivering the signed copy to Adrienne Mekelenkamp at Enro Holdings Limited, 1 Fore Street, London, EC2Y 5EJ; or
  - (b) **by post:** returning the signed copy by post to Adrienne Mekelenkamp at Enro Holdings Limited, 1 Fore Street, London, EC2Y 5EJ, or
  - (c) **by email:** returning a scan of the signed copy by email to Adrienne Mekelenkamp at [annabel.mekelenkamp@digitalrisks.co.uk](mailto:annabel.mekelenkamp@digitalrisks.co.uk)
- 3 If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 4 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 5 Unless, within 28 days of the Circulation Date, sufficient agreement has been received from the required majority of eligible members for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date
- 6 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members
- 7 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a certified copy of the relevant power of attorney or authority when returning this document

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**ARTICLES OF ASSOCIATION**  
**of**  
**ENRO HOLDINGS LIMITED**

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ADOPTED VIA SPECIAL RESOLUTION 7 MARCH 2016



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Company Number: 09871211

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**of**  
**ENRO HOLDINGS LIMITED**

**1. PRELIMINARY**

- 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 incorporation of the Company (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles

Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Company

- 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

Articles 8, 9, 11(2), 12, 13, 14, 16, 18, 19, 22(2), 26(5), 28, 29, 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company

**2. INTERPRETATION**

In these Articles the following expressions have the following meanings unless inconsistent with the context

**"Act"** the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,

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

**"Advisors"** means Michael Dodd, Lucy Viggers and Jasper Martens, and "Advisor" shall mean any of them,

**"Advisor Shares"** means all of the Shares in the Company held by

(a) an Advisor, and,

	(b) in the event that such Advisor has transferred any of his Shares held as at the Incorporation Date to a Permitted Transferee, by any Permitted Transferee of that Advisor other than those Shares held by those persons that the Board declares itself satisfied were not acquired directly or indirectly from that Advisor or by reason of their relationship with that Advisor,
<b>"these Articles"</b>	these Articles of Association whether as originally adopted or as from time to time altered by special resolution,
<b>"Associate"</b>	in relation to any person means <ul style="list-style-type: none"> <li>(a) any person who is an associate of such 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, or</li> <li>(b) any Member of the same Group,</li> </ul>
<b>"Auditors"</b>	the auditors or accountants of the Company from time to time,
<b>"Board"</b>	means the board of Directors of the Company,
<b>"Bad Leaver"</b>	a Founder who ceases to be an employee of or consultant to a Group Company where such cessation is due to (i) his voluntary departure or (ii) his dismissal by the Company from his service contract, employment contract or consultancy agreement (as the case may be) for Cause other than where he is found by an employment tribunal to have been unfairly dismissed (other than where such unfair dismissal is on technical grounds only),
<b>"Business Day"</b>	any day (other than a Saturday, Sunday or a bank or public holiday in England),
<b>"Cause"</b>	means any of the following circumstances <ul style="list-style-type: none"> <li>(a) gross misconduct or a material or repudiatory breach of the terms of his contract of employment or consultancy (as the case may be),</li> <li>(b) fraud, acts of dishonesty or any acts that are injurious to or materially discredit the Company or its reputation (as</li> </ul>

determined by the Directors acting reasonably), and/or

- (c) being convicted of, or entering a plea of no contest to, a criminal offence (other than driving offence carrying only a non-custodial sentence),

<b>"Civil Partner"</b>	means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder,
<b>"Controlling Interest"</b>	means an interest in shares giving to the holder or holders control of the Company within the meaning of section 450 of the Corporation Tax Act 2010,
<b>"Deferred Shares"</b>	the deferred shares of £0 0001 each in the capital of the Company,
<b>"Director(s)"</b>	a director or the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company,
<b>"Employee Trust"</b>	means a trust, the terms of which are approved by the Directors, whose beneficiaries are the Employees,
<b>"Exit"</b>	a Share Sale, Asset Sale or IPO,
<b>"Expert"</b>	has the meaning given in <b>Article 8.2</b> ,
<b>"Fair Value"</b>	is as determined in accordance with <b>Article 8.3</b> ,
<b>"Family Trust"</b>	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 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,
<b>"Founders"</b>	means Cameron Shearer, Benjamin Rose and Adrienne Mekelenkamp, and "Founder" shall mean any of them,
<b>"Founder Shares"</b>	means all of the Shares in the Company held by <ul style="list-style-type: none"> <li>(a) a Founder, and,</li> <li>(b) in the event that such Founder has transferred any of his Shares held as at the Incorporation Date to a Permitted Transferee, by any Permitted Transferee of that Founder other than those Shares held by those persons that the Board declares itself satisfied were not acquired directly or indirectly from that Founder or by reason of their relationship with that Founder,</li> </ul>
<b>"Good Leaver"</b>	a Founder who ceases to be an employee of or consultant to a Group Company and <ul style="list-style-type: none"> <li>(a) is not a Bad Leaver, or</li> <li>(b) is determined to be a Good Leaver by the Board</li> </ul>
<b>"Group Company"</b>	the Company and any company which is a Holding Company of the Company or a Subsidiary of the Company or of such Holding Company,
<b>"Holding Company"</b>	has the meaning set out in section 1159 of the Act,
<b>"Incorporation Date"</b>	means the date of incorporation of the Company,
<b>"Leaver"</b>	<ul style="list-style-type: none"> <li>(a) in the case of a Founder a Good Leaver or a Bad Leaver, or</li> <li>(b) in the case of an Advisor an Advisor who ceases to provide advisory services to any Group Company,</li> </ul>
<b>"Member of the same Group"</b>	as regards any undertaking, a company which is for the time being a Holding Company or a Subsidiary of that undertaking or a Subsidiary of any such Holding Company,

<b>"New Securities"</b>	any shares or other securities convertible into, or carrying the right to subscribe for such shares, issued by the Company after the Incorporation Date,
<b>"Office"</b>	the registered office of the Company,
<b>"Ordinary Shares"</b>	the ordinary shares of £0 0001 each in the capital of the Company,
<b>"Ordinary Shareholders"</b>	the holders of Ordinary Shares from time to time and "Ordinary Shareholder" shall be constructed accordingly,
<b>"Permitted Transferee"</b>	means <ul style="list-style-type: none"> <li>(a) in relation to a Shareholder who is an individual any of his Privileged Relations or Trustees, or</li> <li>(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,</li> <li>(c) any transferee approved as being a Permitted Transferee by the Board in writing, or</li> <li>(d) in relation to Shareholders who are Employees to and from an employee benefit trust</li> </ul>
<b>"Privileged Relation"</b>	in relation to a Shareholder who is an individual member or deceased or former member means a spouse, civil partner, child or grandchild (including step or adopted or illegitimate child and their issue) or siblings (including step, adopted or half siblings),
<b>"Sale Shares"</b>	has the meaning set out in <b>Article 7.2.1</b> of these Articles,
<b>"Seal"</b>	the common seal of the Company (if any),
<b>"Secretary"</b>	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,
<b>"Seller"</b>	shall have the meaning given in <b>Article 7.2</b> ,
<b>"Shares"</b>	the Ordinary Shares and any other class of share in the capital of the Company

subsequently created or issued and Share shall be constructed accordingly,

**"Share Option Scheme"** means any share option scheme in favour of the Company's employees approved by the Board,

**"Shareholders"** the holders of Shares from time to time and "Shareholder" shall be constructed accordingly,

**"Subsidiary"** has the meaning set out in section 1159 of the Act,

**"Transfer Price"** shall have the meaning given in **Article 7.2.3**,

**"Trust"** a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made) whereby 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 to or for the benefit of a person other than the Trustees or any voting or other rights attaching thereto are exercisable by or as directed by a person other than the Trustees 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,

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

**"United Kingdom"** means Great Britain and Northern Ireland

Unless the context otherwise requires, words or expressions contained in these Articles and the Model Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company

2 1 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders

2 2 The objects of the Company are unlimited

2 1 The Company shall not be limited by an 'authorised share capital'

2 2 Subject to the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act

### **3. ISSUES OF NEW SECURITIES**

3 1 Subject to **Article 3.5**, or unless the Shareholders direct otherwise by special resolution, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in the

first instance offered them to all Shareholders (the "**Subscribers**") on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as may be without involving fractions) The offer

3.1.1 shall be in writing, be open for acceptance from the date of the offer to a date no less than 10 days after the date of the offer (the "**Subscription Period**") and give details of the number and subscription price of the New Securities, and

3.1.2 may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe

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

3.3 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities proposed, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be allotted to any other person as the Directors may determine at the same price and on the same terms as the offer to the Subscribers

3.4 Subject to the requirements of **Articles 3.1 to 3.3** (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

3.5 The provisions of **Articles 3.1 to 3.4** shall not apply to shares issued as a result of or in connection with a Share Option Scheme

3.6 In accordance with section 567(1) of the Act, sections 561, 562 and 568(3) of the Act shall not apply to the Company

#### **4. LIEN**

The Company shall have a first and paramount lien on all Shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company

#### **5. TRANSFER OF SHARES – GENERAL**

5.1 In **Articles 5 to 13** 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

- 5 2 No Share may be transferred unless the transfer is made in accordance with these Articles, and the Directors shall refuse to register any transfer not made in accordance with these Articles
- 5 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
- 5 4 Any transfer of a Share by way of sale which is required to be made under **Articles 7 to 13** (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee
- 5 5 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 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 5 5** the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee
- 5 6 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
  - 5 6 1 the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights
    - 5 6 1 1 to vote whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question), or
    - 5 6 1 2 to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares, and

5.6.2 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 **Article 5.6.1** above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in **Article 5.6.2** above

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

5.7.1 the Transfer Price for the Sale Shares will be as agreed between the Board (any director 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,

5.7.2 it does not include a Minimum Transfer Condition (as defined in **Article 7.2.4**, and

5.7.3 the Seller wishes to transfer all of the Shares held by it

## **6. PERMITTED TRANSFERS**

6.1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise

6.2 Shares previously transferred as permitted by **Article 6.1** may be transferred by the transferee to the Original Shareholder or any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise

6.3 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

6.4 If a Permitted Transferee which 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 fifteen 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

- 6 5 Trustees may (i) transfer Shares to a company in which they hold the whole of the share capital and which they control (a "**Qualifying Company**") or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise
- 6 6 No transfer of Shares may be made to Trustees unless the Board is satisfied
- 6 6 1 with the terms of the trust instrument and in particular with the powers of the trustees,
- 6 6 2 with the identity of the proposed trustees,
- 6 6 3 that the proposed transfer will not result in 50% or more of the aggregate of the Company's share capital being held by trustees of that and any other trusts, and
- 6 6 4 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
- 6 7 If a company to which a Share has been transferred under **Article 6.6** ceases to be a Qualifying Company it must within fifteen Business Days of so ceasing, transfer the Shares held by it to the Trustees or to a Qualifying Company (and may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares
- 6 8 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within fifteen Business Days of so ceasing, either
- 6 8 1 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
- 6 8 2 give a Transfer Notice to the Company in accordance with **Article 7.2**,
- failing which he shall be deemed to have given a Transfer Notice
- 6 9 On the death (subject to **Article 6.3**), 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 fifteen Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and

delivered within fifteen Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice

- 6 10 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by the Board

## **7 TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS**

- 7 1 Save where the provisions of **Articles 6, 10.5, 11, 12 or 13** apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this **Article 7**

- 7 2 A Shareholder who wishes to transfer Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a "**Transfer Notice**") to the Company specifying

7 2 1 the number of Shares which he wishes to transfer (the "**Sale Shares**"),

7 2 2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee,

7 2 3 the price (in cash) at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is specified or if required to be the Fair Value pursuant to a deemed transfer under these articles) (the "**Transfer Price**"), and

7 2 4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**")

- 7 3 Except with Board approval, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn

- 7 4 A Transfer Notice constitutes the Company as the agent of the Seller for the sale of the Sale Shares at the Transfer Price

- 7 5 As soon as practicable following the later of

7 5 1 receipt of a Transfer Notice, and

7 5 2 in the case where the Transfer Price has not been specified or the Transfer Notice is deemed to have been served and such Transfer Notice requires a determination of the Transfer Price in accordance with these Articles, the determination of the Transfer Price under **Article 8**,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in **Articles 7 6 and 7.7** Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered



## **7 6    The Offer**

- 7 6 1**    As soon as practicable following the receipt of a Transfer Notice (or, in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under **Article 8**), the Company shall give notice in writing to each Shareholder other than the Seller (each an "**Eligible Shareholder**")
- 7 6 1 1    inviting him to apply for the Sale Shares at the Transfer Price,
- 7 6 1 2    stating that he will have a period of at least 14 days from the date of the notice in which to apply,
- 7 6 1 3    stating that, the Sale Shares shall be offered to each Eligible Shareholder on a pro rata basis in proportion (as nearly as may be) to his existing holdings of Shares (his "**Proportionate Allocation**"), and
- 7 6 1 4    inviting him to indicate if he is willing to purchase Sale Shares in excess of his Proportionate Allocation ("**Extra Shares**") and, if so, the number of Extra Shares

## **7 7    Completion of transfer of Sale Shares**

- 7 7 1**    If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under **Articles 7.6** stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect
- 7 7 2**    On expiry of an offer made in accordance with **Article 7 6.1** (or sooner if applications or refusals have been received from all Eligible Shareholders), the Company shall allocate the Sale as follows
- 7 7 2 1    if the total number of Sale Shares applied for is equal to or less than the number of Sale Shares, each Eligible Shareholder shall be allocated the number applied for by him, or
- 7 7 2 2    if the total number of Sale Shares applied for is more than the available number of Sale Shares, each Eligible Shareholder shall be allocated his Proportionate Allocation or, if less, the number of Sale Shares for which he has applied, and
- 7 7 2 3    applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Shareholders applying for Extra Shares in proportion to their Proportionate Allocations but so that no applicant shall be allocated more Extra Shares than he has applied for and so that if there is a surplus further allocations shall be made on the same basis (and if

necessary more than once) until all Shares have been allocated, and

- 7 7 2 4 fractional entitlements shall be rounded to the nearest whole number
- 7 7 3 The Company shall give written notice of allocation (an "**Allocation Notice**") to the Seller which shall specify the number of Sale Shares to be allocated to each applicant and the place and time (being not less than 7 nor more than 14 days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares
- 7 7 4 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
- 7 7 5 If the Seller fails to comply with the provisions of **Article 7 7.4**
  - 7 7 5 1 the Chairman or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may as agent and/or attorney on behalf of the Seller
    - 7 7 5 1 1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
    - 7 7 5 1 2 receive the Transfer Price and give a good discharge for it, and
    - 7 7 5 1 3 (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
  - 7 7 5 2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate)
- 7 7 6 If an Allocation Notice does not relate to all the Sale Shares then, subject to **Article 7.7.7**, the Seller may within eight weeks after service of the Allocation Notice, transfer the applicable Sale Shares to any person at a price at least equal to the Transfer Price provided that the sale of the applicable Sale Shares shall continue to be subject to any Minimum Transfer Conditions
- 7 7 7 The right of the Seller to transfer Shares under **Article 7.7.6** does not apply if the Board is of the opinion on reasonable grounds that
  - 7 7 7 1 the transferee is a person (or a nominee for a person) who the Board determines in its absolute discretion is a

competitor with (or an Associate of a competitor with) the business of a Group Company, or

7 7 7 2 the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or

7 7 7 3 the transferee has not signed a deed of adherence to any shareholders' agreement in force between the Company and some or all of the Shareholders (unless such requirement has been waived by the Board, or

7 7 7 4 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

## **8 VALUATION OF SHARES**

8 1 If no price is agreed between the Seller and the Board then, upon service of the Transfer Notice, the Board shall either

8 1 1 appoint experts in accordance with **Article 8.2** (the "**Expert**") to certify the Fair Value of the Sale Shares, or

8 1 2 if the Fair Value has been certified by the Expert 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 that are the subject of the Transfer Notice

8 2 The Expert will be either

8 2 1 the Auditors, or

8 2 2 if so specified in the relevant Transfer Notice (other than a deemed Transfer Notice pursuant to **Article 10**) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be appointed by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and appointed by the Company

8 3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert on the following assumptions and bases

8 3 1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer,

8 3 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,

8 3 3 that the Sale Shares are capable of being transferred without restriction,

- 8 3 4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (plus all options or other securities convertible into Shares that have been granted or issued, but excluding unallocated shares in any share option pool of the Share Option Scheme) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, and
- 8 3 5 reflecting any other factors which the Expert reasonably believe should be taken into account
- 8 4 If any difficulty arises in applying any of these assumptions or bases then the Expert shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit
- 8 5 The Expert shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination
- 8 6 The Expert shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error)
- 8 7 The Board will give the Expert access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose
- 8 8 The Expert shall deliver their certificate to the Company As soon as the Company receives the certificate it shall deliver a copy of it to the Seller Unless the shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares
- 8 9 The cost of obtaining the certificate shall be shared equally between the Company and the Seller unless
  - 8 9 1 the Seller cancels the Company's authority to sell, or
  - 8 9 2 the sale is pursuant to a Transfer Notice which is deemed to have been served, and the Sale Price certified by the Expert is less than the price (if any) offered by the directors to the Seller for the Sale Shares before the Expert was instructed,

in which case the Seller shall bear the cost

## **9. COMPULSORY TRANSFERS – GENERAL**

- 9 1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder (or equivalent procedure in any jurisdiction outside England and Wales) shall be deemed to have given a Transfer notice in respect of that Share at such time as the Directors may determine
- 9 2 If a Shareholder which is a body corporate either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it, or any

material part of its assets or suffers or takes any equivalent action in any jurisdiction outside England and Wales, that Shareholder and its Permitted Transferees shall be deemed to have given a Transfer Notice in respect of all Shares held by it at such time as the Directors may determine

9 3 If there is a change in control (as 'control' is defined in section 450 of the Corporation Tax Act 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its name (or the name of its nominee(s)) save that, where that Shareholder acquired Shares as a Permitted Transferee of an Original Shareholder, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee of that Original Shareholder before being required to serve a Transfer Notice

9 4 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

9 4 1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer), or

9 4 2 to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder

If either requirement in this **Article 9.4** 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

## **10. COMPULSORY TRANSFERS – FOUNDERS**

10 1 Subject to **Article 10.3**, and unless the Board decides otherwise, if a Founder is a Bad Leaver before the end of a 24-month period from the Adoption Date, the Relevant Percentage of the Founder Shares shall immediately convert into Deferred Shares (rounded to the nearest whole number)

10 2 Subject to **Article 10.3**, and unless the Board decides otherwise, if the Founder is a Good Leaver, Transfer Notices in respect of the Relevant Percentage of the Founder Shares held by him (and any Permitted Transferees) shall at that time shall be deemed to have been served on his behalf and **Article 7** shall apply and, if the same has not already occurred, such Founder will also be deemed to have resigned as an employee of or consultant to the Company Unless the Board decides otherwise, the voting rights attached to such Founder Shares shall be suspended until they have been transferred in accordance with these Articles

10 3 On an Exit, all Founder Shares shall be deemed to be fully vested and shall not be subject to the provisions of this **Article 10** provided always that any Shares previously converted to Deferred Shares pursuant to this **Article 10** shall remain as Deferred Shares subject to the provisions of these Articles setting out the rights attached to Deferred Shares

- 10 4 For the purposes of this **Article 10**, the term "**Relevant Percentage**" means 70% of all the Founder Shares in issue to such Founder on the Adoption Date less an amount equal to 2 9166% for each number of complete calendar months from the Adoption Date until the date upon which the Founder became a Leaver, rounded to the nearest whole number
- 10 5 For the purposes of this **Article 10**, the Founder Shares shall be offered to all other Shareholders in accordance with the process set out in **Article 7** (and **Article 7.7.5** shall be deemed to apply *mutatis mutandis* should the Founder fail to execute any documentation required to be signed in order to comply with their obligations under this **Article 10.5**)
- 10 6 For the purposes of this **Article 10**, the Transfer Price in respect of the Relevant Percentage of Shares held by a Good Leaver shall be deemed to be the Fair Value of such Shares
- 10 7 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
- 10 8 Any Deferred Shares which were issued as redeemable shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder without obtaining the sanction of the holder or holders
- 10 9 The allotment or issue of Deferred Shares or the conversion of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue or conversion to appoint any person to execute or give on behalf of the holder of those Deferred Shares
- 10 9 1 an agreement to transfer and a transfer of such Deferred Shares to such person or persons as the Company may determine, and/or
- 10 9 2 a consent to the cancellation of such Deferred Shares, and/or
- 10 9 3 an agreement to transfer and a transfer of such Deferred Shares to such person or persons as the Company may determine as custodian thereof, and/or
- 10 9 4 an agreement for the Company to purchase such Deferred Shares in accordance with the Act,

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

## **11. COMPULSORY TRANSFERS – ADVISORS**

- 11 1 Subject to **Article 11.2**, if an Advisor is a Leaver before the end of a 12-month period from the Adoption Date, the Relevant Percentage of the Advisor Shares shall immediately convert into Deferred Shares (rounded to the nearest whole number)

- 11 2 On an Exit, all Advisor Shares shall be deemed to be fully vested and shall not be subject to the provisions of this **Article 11** provided always that any Shares previously converted to Deferred Shares pursuant to this **Article 10** shall remain as Deferred Shares subject to the provisions of these Articles setting out the rights attached to Deferred Shares
- 11 3 For the purposes of this **Article 11**, the term "**Relevant Percentage**" means 100% of all the Advisor Shares in issue to such Advisor on the Adoption Date less an amount equal to 8 33% for each number of complete calendar months from the Adoption Date until the date upon which the Advisor became a Leaver, rounded to the nearest whole number
- 11 4 The Deferred Shares (if any) shall have the rights set out in **Article 10**

## **12 DRAG ALONG**

- 12 1 If the holders of 75% or more of the Shares (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a proposed purchaser who has made an offer on arm's length terms (the "**Proposed Purchaser**"), the Selling Shareholders shall (subject to prior approval of the Board), have the option (the "**Drag Along Option**") to require all the other holders of Shares (the "**Called Shareholders**") to sell and transfer all their Shares (the "**Called Shares**") to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this **Article 12**
- 12 2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company (which the Company shall immediately send to the Called Shareholders) at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Called Shares under this **Article 12**, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this **Article 12**), any terms of the transfer and the proposed date of transfer and 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**")
- 12 3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Proposed Purchaser within 40 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice
- 12 4 The consideration for which the Called Shareholders shall be obliged to sell the Called Shares (the "**Drag Consideration**") shall be no less favourable to the Called Shareholders than the consideration (in cash or otherwise) for the Sellers' Shares is to the Selling Shareholders and shall be payable on the same terms and may be subject to any retention or hold back on the same terms as applicable to the Sellers' Shares
- 12 5 Within 5 Business Days of the Company serving a Drag Along Notice on the Called Shareholders or by such date as may otherwise be specified in the

Drag Along Notice (the "**Drag Completion Date**"), each Called Shareholder shall deliver

12 5 1 duly executed stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct,

12 5 2 the relevant share certificate(s) (or an indemnity for a lost certificate in a form acceptable to the Directors) in respect of their Shares to the Company, and

12 5 3 a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or otherwise specified by the Company,

(together the "**Drag Documents**")

12 6 Within 5 Business Days of the Drag Completion Date the Company shall pay each Called Shareholder, on behalf of the Proposed Purchaser, the Drag Consideration they are due to the extent that the Company has received these amounts in cleared funds from the Proposed Purchaser. The Company's receipt of the Drag Consideration shall be a good discharge to the Proposed Purchaser. The Company shall hold the Drag Consideration in trust for the Called Shareholders without any obligation to pay interest.

12 7 To the extent that the Proposed Purchaser has not, within 5 Business Days of the Drag Completion Date, put the Company in funds to pay the Drag Consideration the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or an indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this **Article 12** in respect of their Shares.

12 8 If a Called Shareholder fails to deliver any of the Drag Documents to the Company by the Drag Completion Date, the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and/or attorney to execute and deliver all Drag Documents or any other agreement or document as is necessary to effect the transfer of the Called Shareholder's Shares to the Proposed Purchaser effective upon receipt by the Company of the Drag Consideration. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to Drag Consideration due to him pursuant in respect such Shares.

12 9 Any transfer of Shares to a Proposed Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to **Article 7**.

12 10 After a Drag Along Notice has been served, if any person becomes a member of the Company pursuant to the exercise of a pre-existing option or other rights to acquire shares (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice and the New Shareholder will be bound to transfer all shares acquired by him to the Proposed Purchaser or as the Proposed Purchaser may direct. The provisions of **Articles 12.1 to 12.9** shall apply (with necessary changes) to the New Shareholder, save that, if the



shares are acquired after the sale of shares by the Called Shareholders has been completed, completion of the sale of the New Shareholder's Shares shall take place immediately on the New Shareholder acquiring the Shares

### **13. TAG ALONG**

- 13 1 The provisions of **Article 13.2** will apply if a Shareholder (a "**Proposed Seller**") proposes to transfer any Shares (a "**Proposed Transfer**") in such a way as would, if put into effect, result in any person who is not at the time an existing Shareholder (a "**Proposed Transferee**") acquiring a Controlling Interest in the Company
- 13 2 A Proposed Seller must, before making a Proposed Transfer, procure the making by the Proposed Transferee of an offer to the other Shareholders to acquire all of their Shares for a consideration per share the value of which is at least equal to the consideration per share offered to the Proposed Seller
- 13 3 The offer referred to in **Article 13.2** must be expressed to be capable of acceptance for a period of not less than fifteen Business Days and if it is accepted by any Shareholder (an "**Accepting Shareholder**") within that period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders

### **14. NOTICE OF GENERAL MEETINGS**

- 14 1 A notice convening a general meeting shall be required to specify the general nature of the business to be transacted only in the case of special business
- 14 2 All business shall be deemed special that is transacted at a general meeting, with the exception of declaring a dividend, the consideration of the profit and loss account, balance sheet, and the reports of the Directors and Auditors, the appointment of, and the fixing of the remuneration of the Auditors and the giving or renewal of any authority in accordance with section 551 of the Act
- 14 3 Every notice convening a general meeting shall comply with the provisions of section 325 of the Act as to giving information to Shareholders in regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which any Shareholder is entitled to receive shall be sent to the Directors and to the auditor for the time being of the Company

### **15. PROCEEDINGS AT GENERAL MEETINGS**

No business shall be transacted at any general meeting unless a quorum of Shareholders is present throughout the meeting. A quorum shall consist of two Shareholders present in person or by proxy or (in the case of a Shareholder being a corporation) by representative, save that if and for so long as the Company has only one person as a Shareholder, one Shareholder present in person or by proxy shall be a quorum

### **16. VOTE OF SHAREHOLDERS**

Subject to any rights or restrictions for the time being attached to any class or classes of Shares, on a show of hands every Shareholder entitled to vote who (being an individual) is present in person or by proxy or (being a corporate

body) is present by a representative or proxy shall have one vote and, on a poll, each Shareholder shall have one vote for each share of which he is the holder

**17. DIVIDENDS**

All dividends and distributions shall be paid to all shareholders on a pro rata basis

**18. NUMBER OF DIRECTORS**

The number of Directors of the Company shall not be less than two nor more than seven

**19. APPOINTMENT OF DIRECTORS**

19 1 For so long as a Founder remains employed by a Group Company, that Founder shall have the right to be a director of the Company

19 2 The Board shall have the power to appoint directors by a resolution of the Board in addition to the Founders

**20. DISQUALIFICATION AND REMOVAL OF DIRECTORS**

20 1 A person ceases to be a Director as soon as

20 1 1 that person ceases to be a Director by virtue of any provision of the Act, or these Articles or is prohibited from being a director by law, or

20 1 2 a bankruptcy order is made against that person, or

20 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,

20 1 4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,

20 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,

20 1 6 notification is received by the company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms, or

20 1 7 he shall for more than three consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated

## 21. DIRECTORS' INTERESTS

- 21 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
- 21 1 1 where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested,
- 21 1 2 where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested,
- 21 1 3 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 Holding Company of, or a Subsidiary of a Holding Company of, the Company,
- 21 1 4 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,
- 21 1 5 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,
- 21 1 6 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,
- 21 1 7 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or
- 21 1 8 any other interest authorised by ordinary resolution
- 21 2 For the purposes of this **Article 21**, 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
- 21 3 In any situation permitted by this **Article 21** (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

- 21 4 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

21 4 1 be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation

21 4 1 1 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,

21 4 1 2 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

21 4 1 3 restricting the application of the provisions in **Articles 21.5 and 21.6**, so far as is permitted by law, in respect of such Interested Director,

21 4 2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Situation 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 21**

- 21 5 Subject to **Article 21.6** (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 21**), 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

21 5 1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company, or

21 5 2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director

- 21 6 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 21.5** shall apply only if the conflict arises out of a matter which falls within **Article 21.1** or has been authorised under section 175(5)(a) of the Act

- 21 7 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may 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

21 7 1 absenting herself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered, and

21 7 2 excluding herself 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

21 8 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by **Article 21.1** at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest

21 8 1 falling under Article 21 1 8,

21 8 2 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

21 8 3 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles

21 9 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 21**

21 10 For the purposes of this **Article 21**

21 10 1 a conflict of interest includes a conflict of interest and duty and a conflict of duties, and

21 10 2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director, and

21 10 3 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified

## **22. PROCEEDINGS OF DIRECTORS**

- 22 1 The quorum for the transaction of business of the Board shall throughout the meeting be two. If such 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 5 Business Days at the same time and place or at such time and place as determined by the directors present at such meeting provided that notice of such reconvened meeting shall be given to all directors as if it was a new meeting. If a quorum is not present at such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed provided that it shall only conduct such business as is specifically identified in the agenda to the meeting sent with the notice.
- 22 2 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all Directors indicate their willingness to accept shorter notice of a meeting of the Directors, at least 5 Business Days' prior notice of the time and place of each meeting of the Directors shall be given.
- 22 3 A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of every meeting of the Directors shall be given to every Director in accordance with the provisions referred to in **Article 22.2** but the non-receipt of notice by any Director shall not of itself invalidate the proceedings at any meeting of the Directors.
- 22 4 All decisions of the Directors made at any meeting of the Directors (or any committee of the Directors) shall be determined by a majority of votes.
- 22 5 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 22 5 1 such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing,
- 22 5 2 references in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting, and
- 22 5 3 a decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.
- 22 6 The Directors may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

## **23. THE SEAL**

If the Company has a Seal it shall only be used with the authority of the Directors or of a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless

otherwise so determined every instrument to which the seal is affixed shall be signed by those persons specified in section 44(2) of the Act

## **24. NOTICES**

24 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

24 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

24 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

24 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

24 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this **Article 24 1**, no account shall be taken of any part of a day that is not a working day

24 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

## **25. INDEMNITY**

25 1 Subject to the provisions of the Act every Director (including an alternate director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under sections 660 to 661 or section 1157 of the Act in which relief is granted to him by the court, and no Director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto

25 2 The Directors shall have power to purchase and maintain at the expense of the Company for the benefit of any Director (including an alternate director) or officer of the Company insurance against any liability as is referred to in section 232(2) of the Act and, subject to the provisions of the Act, against any

other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, (including as an alternate director) officer

- 25.3 The Directors may authorise the directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any Director (including an alternate director), other officer or auditor of such company in respect of such liability, loss or expenditure as is referred to in **Article 25.2**

## **26. VARIATION OF CLASS RIGHTS**

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

## **27. TREASURY SHARES**

The Company shall be permitted to hold Shares or any units, stocks or securities representative of Shares as treasury shares