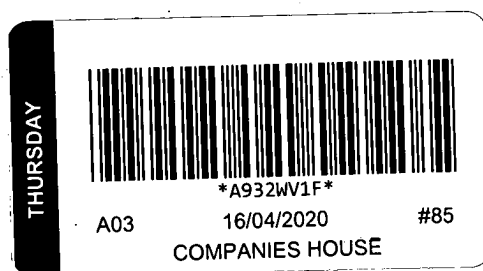


Company number: 09873335

ARTICLES OF ASSOCIATION
of
CREDIT KUDOS LIMITED

(Adopted by written resolution passed on 4 April 2020)



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Contents

Clause	Name	Page
1	Definitions and interpretation	1
2	Model Articles and Company Objective	8
3	Share capital.....	9
4	Share rights - general	10
5	Share rights - income	10
6	Share rights - return of capital	10
7	Exit Provisions	10
8	VCT Provisions	11
9	Conversion of C Shares.....	12
10	Share Rights – Voting	13
11	Anti-dilution protection	13
12	Variation of Share rights	15
13	Issue and allotment of new Shares	15
14	Transfers of shares - prohibited transfers	17
15	Permitted transfers	18
16	Pre-emption	19
17	Valuation	23
18	Change of control - Tag along rights	24
19	Change of control - Drag along rights	25
20	Compulsory Transfer – Bad Leaver	28
21	Compulsory Transfer – Good Leaver	28
22	Departing Founders	29
23	Lien	30
24	Notice of General Meetings.....	30
25	General meetings.....	31
26	Proceedings at general meetings	31
27	Votes of Members	32
28	Written Resolutions	32
29	Number of Directors	32
30	Alternate Directors	32
31	Delegation of Director's powers	33
32	retirement of Directors.....	33
33	Disqualification and removal of Directors	33
34	Director's gratuities and pensions	34
35	Borrowing powers.....	34
36	Proceedings of Directors.....	34
37	Secretary	35
38	Investor Directors and founder director	35
39	Observer	36
40	Remuneration Committee	36
41	Co-Sale	37
42	Directors' conflicts of interests.....	38
43	Notices.....	39
44	Service of Notices	40
45	Indemnity and insurance.....	41

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

CREDIT KUDOS LIMITED (the "Company")

(Adopted by written resolution of the Company passed on 4 April 2020)

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles:

"A Ordinary Shares" means the A ordinary shares of £0.00001 each in the capital of the Company.

"A Shareholder" means a registered holder of any A Ordinary Shares.

"Accounting Period" means an accounting reference period of the Company beginning on 1 January and ending on the following 31 December, or such other date that is notified to the Registrar of Companies from time to time.

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers.

"ACL" means Albion Capital Group LLP.

"Albion Investor Director" means an Investor Director appointed by ACL (on behalf of the Albion Investors) under Article 38 (*Investor Directors and Founder Directors*).

"Albion Investor Director Consent" means the prior written consent of the Albion Investor Director.

"Albion Investors" has the meaning given to it in the Investment Agreement.

"Allocation Notice" has the meaning given to it in Article 16.13.

"Approved Offer" has the meaning given to it in Article 18.2.1.

"Arrears" means the amount of any dividend payable on the Shares which is unpaid for any reason on any due date.

"Articles" means these articles of association, as amended from time to time.

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

"Associated Company" means a company or other body corporate (having the meaning given to it in section 1173 CA 2006) which is associated with the Company for the purposes of section 256 CA 2006.

"Auditors" means the Company's auditors from time to time.

"B Ordinary Shares" means the B ordinary shares of £0.00001 each in the capital of the Company.

"B Shareholder" means a registered holder of any B Ordinary Shares.

"Bad Leaver" means a Relevant Individual who ceases to be an employee or director of or consultant to the Company or any other member of the Group as a consequence of:

- (a) the Relevant Individual's dismissal for cause, where "cause" shall mean:
 - (i) the lawful termination of the Relevant Individual's contract of employment or consultancy without notice or payment in lieu of notice as a consequence of the Relevant Individual's misconduct; and/or
 - (ii) the Relevant Individual's fair dismissal pursuant to section 98(2) (a) (capability) or 98(2) (b) (conduct) of the Employment Rights Act 1996; and/or
- (b) the Relevant Individual's resignation in circumstances in which the Company is entitled to dismiss such Relevant Individual for cause,

or a Relevant Individual who is otherwise a Good Leaver but subsequently commits a material breach of any non-disclosure, non-compete, non-solicit or similar undertaking given to a member of the Group.

"Board" means the board of Directors.

"Business Day" means a day (other than a Saturday or Sunday) on which the clearing banks in the City of London are open for business.

"business hours" means between the hours of 10.00 and 18.00 inclusive, London time.

"Buyer" has the meaning given to it in Article 18.1.1.

"C Ordinary Shares" means the C ordinary shares of £0.00001 each in the capital of the Company.

"C Ordinary Shareholder" means a registered holder of any C Ordinary Shares.

"C Preference Shares" means the C preference shares of £0.00001 each in the capital of the Company.

"C Preference Shareholder" means a registered holder of any C Preference Shares.

"C Shares" means the C Ordinary Shares and C Preference Shares.

"C Shareholder" means a registered holder of any C Ordinary Shares and/or C Preference Shares.

"CA 2006" means the Companies Act 2006 as amended from time to time.

"Change of Control" means the transfer of shares in a company or its holding company as a result of which any person or persons connected with each other or persons Acting in Concert with each other would obtain control over that number of shares in that company which in aggregate confers more than 50% of the voting rights normally exercisable at general meetings of that company and **"control"** or **"controlling"** shall be construed accordingly.

"Companies Acts" has the meaning given to it in section 2 CA 2006 in so far as the provisions referred to in such section are in force from time to time.

"Company Objective" means providing a fair and transparent credit scoring service by analysing financial behaviour in a responsible manner, to enable the Company's customers to access fair and affordable credit, considering their best interests.

"Conflict Situation" means any situation or matter (other than one which cannot reasonably be regarded as likely to give rise to a conflict of interest) in which any director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company including (without limitation) any such situation or matter which relates to the exploitation of any property, information or opportunity (irrespective of whether the Company could take advantage of the property, information or opportunity).

"connected" has the meaning given to that expression in section 1122 of the Corporate Tax Act 2012 and **"persons connected with each other"** or **"connected person"** shall be construed accordingly (except that, for the purposes of these Articles, each Shareholder shall not be deemed to be connected with each other Shareholder by virtue (and only by virtue) of that fact, together with the fact that some of all of them may be party to the Investment Agreement.

"CTA" means Corporation Tax Act 2010.

"Date of Adoption" means the date of adoption of these articles of association.

"Directors" means the directors of the Company from time to time.

"Drag Along Right" has the meaning given to it in Article 19.1.

"Effective Termination Date" means the date on which an employee, a director or consultant's employment or consultancy with the relevant member of the Group terminates.

"electronic form" has the meaning given to it in section 1168(3) CA 2006.

"electronic means" has the meaning given to it in section 1168(4) CA 2006.

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

"Experts" has the meaning given to it in Article 1.4.

"Extra Shares" has the meaning given to it in Article 16.9.

"Family Trust" means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) under which the only persons being (or capable of being) beneficiaries are the individual beneficial owner of the Shares held in trust and/or his Privileged Relations, and no power of control over the voting powers conferred by such Shares is exercisable at any time by or subject to the consent of any person other than the trustees as trustees or such individual beneficial owner or his Privileged Relations.

"FBD" means Fair By Design Venture Limited Partnership.

"FSMA" means the Financial Services and Markets Act 2000.

"Founder Director" means a Director appointed by the Founders under Article 38.

"Founder Leaver" means any Founder who ceases to be an employee, director or consultant of any member of the Group (such that he is no longer engaged by any member of the Group in any capacity) for whatever reason.

"Founders" means Frederick Kelly and Matthew Schofield (each a **"Founder"**).

"Fund" means any venture capital trust (within the meaning contained in the glossary of the Listing Rules), bank, building society, industrial and provident or friendly society, unit trust, any other collective investment scheme (as defined in section 235 FSMA), any intermediate customer (within the meaning of the Conduct of Business Rules made under FSMA), partnership, limited partnership, limited liability partnership, pension fund or insurance company or any person who is an authorised person (within the meaning of section 31(2) FSMA), and the term will include any subsidiary undertaking of any of the foregoing and any co-investment scheme in relation to any of the foregoing.

"Good Leaver" means a Relevant Individual who ceases to be an employee or director of or a consultant to any Group Company in circumstances where he is not a Bad Leaver or is otherwise determined by the Board (with Albion Investor Director Consent) in its absolute discretion to be a Good Leaver.

"Group" means the Company and its subsidiary undertakings from time to time.

"group undertaking" means in relation to an undertaking, its parent undertaking (if any) and its subsidiary undertakings and any other subsidiary undertakings of its parent undertaking.

"hard copy" has the meaning given to it in section 1168(2) CA 2006.

"Interest" has the meaning given to it in Article 1.3.1.

"Investment Agreement" means the agreement dated on the Date of Adoption and made between (1) the Company (2) the Founders, (3) the Existing Shareholders, (4) the Investors and (5) ACL (as the same may be amended from time to time).

"Investor Director" means a Director appointed by an Investor under Article 38 (*Investor Directors and Founder Directors*).

"Investor Majority" has the meaning given to it in the Investment Agreement.

"Investor Majority Consent" has the meaning given to it in the Investment Agreement.

"Investors" has the meaning given to it in the Investment Agreement.

"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) (such Board decision to require the consent of each of the Founders for such time as they remain as a director of the Company) 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).

"ITA" means Income Tax Act 2007.

"Leaver's Shares" means in respect of a Founder:

- 12.5% in the period from the Date of Adoption up to the first anniversary of the Date of Adoption;
- 12.5% in the period from the first anniversary of the Date of Adoption up to the second anniversary of the Date of Adoption; or
- none, in the period beginning the day after the second anniversary of the Date of Adoption,

of all of the Shares held by such Founder on the date such Founder has become a Founder Leaver (including, for the avoidance of doubt, any Shares such Founder acquires after the Date of Adoption other than any Shares acquired at a price equal or greater to that paid by any arms' length investor at the time of such acquisition).

"Listing Rules" means the rules of the UK Listing Authority.

"Market Value" has the meaning given to it in Article 17 (*Valuation*).

"Member" means a registered holder of any Share as recorded in the Company's register of members.

"Model Articles" means the articles contained in Schedule 1 to the Companies (Model Articles) Regulations 2008.

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events or in the circumstances set out in Article 13.1).

"Notice" has the meaning given to it in Article 43 (*Notices*).

"Observer" means an observer appointed by an Investor under Article 39.

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

"Ordinary Shareholder" means a registered holder of any Ordinary Shares.

"parent undertaking" and **"subsidiary undertaking"** have the meanings given to them in section 1162 CA 2006.

"Permitted Transferee" means in relation to any Member, a person to whom such Member is permitted to transfer Shares pursuant to Articles 15.2.1 to 15.2.7(inclusive).

"Privileged Relation" means in relation to any Member who is an individual, the Member's spouse or Unmarried Partner for the time being, parent, and all lineal descendants of that Member (including for this purpose any step-child, adopted child or illegitimate child of the Member or his lineal descendants) or any person who for the time being is married to or is the Unmarried Partner of any such lineal descendant but no lineal descendant may be a Privileged Relation whilst a minor.

"Proceeds of Sale" means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by an Investor Majority.

"Proportionate Entitlement" has the meaning given to it in Article 16.8.

"Proposed Transferee" means a person to whom a Seller proposes to transfer Sale Shares.

"Relevant Individual" means an employee or director or consultant of any member of the Group (other than a Founder) who holds any Shares.

"Sale Shares" has the meaning given to it in Article 16.2.1.

"Secondary Buyer" has the meaning given to it in Article 15.2.6;

"Seller" has the meaning given to it in Article 16.1.

"Senior Employee" has the meaning given to it under the Investment Agreement.

"Share" means a share in the capital of the Company.

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) the entire issued capital of the Company (in one transaction or as a series of transactions), 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.

"Share Option Scheme" means the Company's Enterprise Management Incentive Scheme arrangements from time to time and any other share option plan of the Company adopted from time to time (with Investor Majority Consent).

"Shareholder" means a holder of Shares and Shareholders means all of them.

"Statutes" means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts.

"Subscription Price" means in relation to a C Share, £0.4141 per share and in relation to any other class of Shares, the amount paid up or credited as paid up thereon (including the full amount of any premium at which such Share was issued).

"Total Transfer Condition" means a condition in a Transfer Notice stipulating that such Transfer Notice is conditional upon all and not some only of the Sale Shares specified in it being sold.

"Transfer Notice" means a notice in writing by a Seller to the Company of his wish to transfer any Shares.

"Transfer Price" has the meaning given to it in Article 16.4.

"UK Listing Authority" means the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of FSMA.

"undertaking" has the meaning given to it in section 1161 CA 2006.

"Unmarried Partner" means in relation to any Member who is an individual:

- (a) a civil partner (as defined in the Civil Partnerships Act 2004) of the Shareholder; or
- (b) a person that is living in the same household as the Shareholder and has done so for at least two consecutive calendar years.

"VCT Investors" has the meaning given to it in the Investment Agreement.

1.2 Reference to:

- 1.2.1 a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);
- 1.2.2 an individual includes, where appropriate, his personal representatives;
- 1.2.3 a statutory or regulatory body shall include its successors and any substituted body;
- 1.2.4 the singular includes the plural and vice versa; and
- 1.2.5 one gender includes all genders.

1.3 Reference to a **"transfer"** of Shares or any similar expression will be deemed to include (without limitation):

- 1.3.1 any sale or other disposition of the legal or equitable interest in a Share (including any voting right attaching to a Share) ("**Interest**");
 - 1.3.2 the creation of any mortgage, charge, pledge or other encumbrance over any Interest;
 - 1.3.3 any direction by a Member entitled to an allotment or issue of Shares that a Share be allotted or issued to some person other than himself; and
 - 1.3.4 any grant of an option to acquire either or both of the legal and equitable ownership of any Share by any Member entitled to any such Share.
- 1.4 Unless it is specifically stated otherwise, any dispute as to (or failure for whatever reason to agree) value, or the calculations or adjustments to be made, or any amount payable, including any dividend payable by reference to management accounts, the Market Value of Sale Shares under Articles 17 (*Valuation*) or otherwise pursuant to these Articles, will be referred immediately to the Auditors for final determination. If no Auditors are appointed and in office or the Auditors decline to act in respect of any such referral, the matter will be determined by an independent firm of chartered accountants agreed for the purpose by the parties concerned or, in default of agreement within five Business Days after (i) if applicable, the Auditors have declined to act; or (ii) otherwise, the dispute (or failure for whatever reason to agree) arising, appointed by the president of the Institute of Chartered Accountants in England and Wales from time to time (the "**Independent Accountants**"). The Auditors or Independent Accountants (as the case may be) (the "**Experts**") will act as experts and not as arbitrators and their costs will be borne as directed by the relevant Article or, if the Article is silent on the point, as directed by the Experts. In the absence of any such direction, such costs will be borne equally between parties concerned. The written decision of the Experts will be conclusive and binding on the Company and the Members (except in the case of fraud or manifest error).
- 1.5 The headings in these Articles are included for ease of reference and do not affect its construction.
- 1.6 The Company is a private limited company and accordingly, subject to the Statutes, no securities of the Company shall be offered to the public (whether for cash or otherwise) and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any securities of the Company with a view to all or any of those securities being offered to the public.

2 MODEL ARTICLES AND COMPANY OBJECTIVE

- 2.1 The Model Articles, apart from Model Articles 6(2) (committees), 11(2) (quorum for directors' meetings), 13 (casting vote), 14 (conflicts of interest), 16 (directors' discretion to make further rules), 21 (all shares to be fully paid up), 22(1) (powers to issue different classes of shares), 26(5) (share transfers), 43 (errors and disputes), 52 (indemnity) and 53 (insurance) apply to the Company except insofar as they are inconsistent with these Articles.
- 2.2 Subject at all times to (i) their general duties (and, in particular, their duty under section 172 of CA 2006 to act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a

whole); and (ii) Model Article 4(1), the Directors shall endeavour to manage the business of the Company in accordance with the Company Objective.

2.3 For so long as FBD holds Shares, the Directors shall, subject at all times to (i) their general duties (and, in particular, their duty under section 172 of CA 2006 to act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole); and (ii) Model Article 4(1):

2.3.1 procure that the Company maintains a policy in relation to the distribution of the Company's profits after tax (other than, for the avoidance of doubt, a distribution following a sale of all or any part of the Company's business and/or any of its material assets) to ensure that surpluses are used to best achieve the Company Objective, provided that the directors may resolve to distribute some or all of such profits to Shareholders;

2.3.2 procure that the Company can demonstrate that the remuneration of its officers and employees, including salaries, benefits and all forms of distribution or other participation by way of salary is, in its opinion, reasonable and proportionate relative to market practice for private sector organisations having social impact objectives generally (but also having regard to the performance of the relevant officer or employee, the financial performance and prospects of the Company and prevailing market rates of remuneration for the relevant officer or employee's role); and

2.3.3 use reasonable endeavours to preserve the Company Objective in the event of a change of ownership or control of the Company, so far as this lies within their control as directors, provided that this shall not in any way prevent or restrict a change of ownership or control even if this changes such Company Objective, it being acknowledged that the intention of the Shareholders is to achieve a successful exit at the highest price reasonably achievable.

2.4 For the avoidance of doubt, nothing in Article 2.3 shall prevent the Directors from:

2.4.1 transferring any Shares held by them or registering a transfer of Shares (in each case, provided such transfer complies with the provisions of the Investment Agreement and these Articles;

2.4.2 issuing and allotting New Securities to any person (provided such issue and allotment complies with the provisions of the Investment Agreement and these Articles; and/or

2.4.3 approving an Exit.

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 Subject to Investor Majority Consent and CA 2006, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of CA 2006.

4 SHARE RIGHTS - GENERAL

The rights and restrictions attaching to the Ordinary Shares, A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and C Preference Shares are set out in full in these Articles.

5 SHARE RIGHTS - INCOME

If the Board (with Albion Investor Director Consent) has recommended payment of a dividend, then any profits which the Company determines to distribute in respect of any Accounting Period (or, in respect of an interim dividend, which the Board with Albion Investor Director Consent decides to distribute) will be applied *pari passu* amongst the Shares as if the same constituted one class of Shares. Any such dividend will be paid as an amount in cash per Share on the basis that each Share is credited as paid up in full which amount shall be reduced by the same proportion as any amount unpaid on such Share bears to the total issue price of such Share including any premium and will belong to and be paid to the holders of the relevant class of Shares *pro rata* according to their holdings of such class of Shares.

6 SHARE RIGHTS - RETURN OF CAPITAL

On a liquidation, dissolution, winding up or other return of capital event (other than a conversion, redemption or purchase of Shares), the surplus assets of the Company remaining after payment of the Company's liabilities (the "**Surplus Assets**") shall (to the extent that the Company is lawfully permitted to do so) be distributed to the holders of Shares in the following order of priority –

6.1 first, in paying to the A Shareholders, B Shareholders and Ordinary Shareholders (pro rata to the number of A Ordinary Shares, B Ordinary Shares and Ordinary Shares held by them, as if such Shares constituted one and the same class of shares) an aggregate amount equal to 0.001% of the Surplus Assets and to the C Shareholders an amount per C Share held equal to the Subscription Price of each C Share (provided that, if there are insufficient surplus assets to pay the amounts per share set out in this Article 6.1, the Surplus Assets shall be distributed to the A Shareholders, B Shareholders, Ordinary Shareholders and C Shareholders pro rata to the amount which such holders would otherwise have been entitled to receive under this Article 6.1); and

6.2 second, in paying to the C Shareholders (pro rata to the number of C Shares held by them) an aggregate amount equal to 0.001% of the remaining Surplus Assets (if any) and distributing the balance of the Surplus Assets (if any) among the A Shareholders, B Shareholders and Ordinary Shareholders pro rata to the number of A Ordinary Shares, B Ordinary Shares and Ordinary Shares held by them, as if such Shares constituted one and the same class of shares.

7 EXIT PROVISIONS

7.1 On a Share Sale the Proceeds of Sale shall be distributed among the sellers of the Shares being the subject of the Share Sale in the priority set out in Article 6.

7.2 On a Share Sale, the Directors shall not register any transfer of Shares if the Proceeds of Sale are not distributed in accordance with Article 7.1 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:

- 7.2.1 the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in accordance with Article 7.1; and
- 7.2.2 the Shareholders shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in accordance with Article 7.1.
- 7.3 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in accordance with Article 7.1 such that in aggregate the total Proceeds of Sale are distributed in accordance with Article 7.1.
- 7.4 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 6 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by an Investor Majority (including, but without prejudice to the generality of this Article 7.4, actions that may be necessary to put the Company into voluntary liquidation) so that Article 6 applies.

8 VCT PROVISIONS

- 8.1 The limitations in this Article 8 shall apply, only for so long as the VCT Investors (or any one of them) holds Shares, to –
- 8.1.1 any Shareholder that is a **"company"** for the purpose of the independence requirement in section 296(2) of ITA (a **"Corporate Shareholder"**); and
- 8.1.2 any Shareholder that is a connected person in relation to that Corporate Shareholder (a **"Relevant Connected Person"**).
- 8.2 Subject to Article 8.1, on a liquidation or other return of capital event (including any redemption or repurchase of Shares but excluding any distribution of sale proceeds in connection with an Exit) the aggregate amount payable to any Corporate Shareholder and all of its Relevant Connected Persons shall not exceed 50 per cent of the assets of the Company available for distribution amongst the participators (as defined in section 454 of CTA) of the Company at that time.
- 8.3 Subject to Article 8.1, including on any 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 8.3) 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.
- 8.4 Subject to Article 8.1, the aggregate number of votes attaching to all the Shares held by any Corporate Shareholder and all of its Relevant Connected Persons shall be restricted to the lower of –
- 8.4.1 49.99% of the votes attaching to all Shares; and

- 8.4.2 the total number of votes that would have been conferred on such Shareholders if this Article 8.4 did not apply.

9 CONVERSION OF C SHARES

- 9.1 Any C Shareholder shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid C Shares held by it at any time and those C Shares shall convert automatically on the date of such notice (the "Conversion Date"), provided that the holder may in such notice, state that conversion of its C Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "Conditions").
- 9.2 All of the fully paid C Shares shall automatically convert into Ordinary Shares (a) on the occurrence of an IPO approved by the holders of 75% or more of the C Shares; and (b) on the date of a notice given by each of the holders of C Shares holding 75% or more of the issued C Shares (which date shall, in each case, be treated as the Conversion Date).
- 9.3 Not more than five Business Days after the Conversion Date each holder of the relevant C Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the C Shares being converted to the Company at its registered office for the time being.
- 9.4 On the Conversion Date, the relevant C Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each C Share held (the "Conversion Ratio"), and the Ordinary Shares resulting from that conversion shall in all other respects rank *pari passu* with the existing issued Ordinary Shares.
- 9.5 The Company shall on the Conversion Date enter the holder of the converted C Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the C Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of C Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 9.6 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:
- 9.6.1 if C 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 (including the Albion Investor Director) is fair and reasonable, to maintain the right to convert so as to ensure that each C Shareholder is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division;
- 9.6.2 if C 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 (including the

Albion Investor Director) is fair and reasonable, to maintain the right to convert so as to ensure that each C Shareholder is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue.

- 9.7 If any C Shareholder becomes entitled to fractions of an Ordinary Share as a result of conversion ("Fractional Holders"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, any other Director will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.
- 9.8 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 9.6, or if so requested by an Investor Majority, the Board shall refer the matter to the Auditors (or if no Auditors are appointed and in office, the Independent Accountants) 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.

10 SHARE RIGHTS – VOTING

Save as provided in Articles 20.4, 21.4 and 22.3, the C Preference Shares, C Ordinary Shares, A Ordinary Shares, B Ordinary Shares and Ordinary Shares shall confer on each Shareholder the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each C Preference Share, C Ordinary Share, A Ordinary Share, B Ordinary Share and Ordinary Share shall carry one vote per Share.

11 ANTI-DILUTION PROTECTION

- 11.1 If New Securities are issued by the Company at a price per New Security which equates to less than £0.4141 (a "**Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors (or if no Auditors are appointed and in office, the Independent Accountants) acting as experts and not as arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that the Investors shall have specifically waived the rights of all of the C Preference Shareholders under this Article 11, offer (such offer, unless waived, to remain open for acceptance for not less than 10 Business Days) to each C Preference Shareholder (an "**Exercising Investor**") the right to receive a number of new C Preference Shares determined by applying the following formula on every Qualifying Issue (and rounding the product, N, down to the nearest whole share) (the "**Anti-Dilution Shares**"):

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

where:

N	=	the number of Anti-Dilution Shares to be issued to the Exercising Investor
WA	=	$\frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$
SIP	=	£0.4141 per share
ESC	=	the number of 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 Qualifying Issue
QISP	=	the lowest per share price of the New Securities issued pursuant to the Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors (or if no Auditors are appointed and in office, the Independent Accountants), acting as experts and not as arbitrators, as being in their opinion the current cash value of the non-cash consideration for the allotment of that New Security)
NS	=	the number of New Securities issued pursuant to the Qualifying Issue
Z	=	the number of C Preference Shares held by the Exercising Investor prior to the Qualifying Issue

11.2 The Anti-Dilution Shares shall:

- 11.2.1 be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or the Exercising Investors shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance by the Investors) and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 11.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 11.1 or this Article 11.2, the matter shall be referred (at the cost of the Company) to the Auditors (or if no Auditors are appointed and in office, the Independent Accountants) (acting as experts and not as arbitrators) for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investors; and
- 11.2.2 subject to the payment of any cash payable pursuant to Article 11.2.1 (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing C Preference Shares, within five Business Days

of the expiry of the offer being made by the Company to the Exercising Investors.

11.3 If the Company makes a further issue of shares after the Date of Adoption (a "Further Issue"); and:

11.3.1 a C Preference Shareholder is entitled to participate in such Further Issue by virtue of its pre-emption rights (whether arising under these Articles or otherwise); and

11.3.2 the C Preference Shareholder in question does not subscribe for at least its entitlement of the Further Issue (ignoring any rights which arise from the failure of another person to subscribe),

then all C Preference Shares held by that C Preference Shareholder will lose their right in respect of the Further Issue and thereafter to the anti-dilution protection set out in this Article 11.

12 VARIATION OF SHARE RIGHTS

12.1 The rights attaching to the Shares may, in each case, be altered or abrogated (whether or not the Company is being wound up) only with the prior consent of the holders of the issued Shares of that class given in accordance with Article 12.2.

12.2 The consent of the holders of a class of Shares may be given by:

12.2.1 a special resolution passed at a separate general meeting of the holders of that class; or

12.2.2 a written resolution in any form signed by or on behalf of the holders of not less than 75% in nominal value of the issued Shares of that class.

12.3 Neither the rights of the A Ordinary Shares, B Ordinary Shares, the Ordinary Shares, the C Ordinary Shares nor the C Preference Shares shall be deemed to be varied by the issue of any further shares in the capital of the Company ranking in priority to the A Ordinary Shares, B Ordinary Shares, the Ordinary Shares, the C Ordinary Shares or the C Preference Shares that are issued as part of a bona fide third party funding round.

13 ISSUE AND ALLOTMENT OF NEW SHARES

13.1 Save as in relation to:

13.1.1 the issue of C Shares provided for in the Investment Agreement;

13.1.2 the grant of options over Ordinary Shares under any Share Option Scheme (and the issue of Ordinary Shares pursuant to the exercise of any such options);

13.1.3 the issue of Anti-Dilution Shares in accordance with Article 11;

13.1.4 New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by an Investor Majority; or

- 13.1.5 New Securities which the Investor Majority have agreed in writing should be issued without complying with the procedure set out in this Article 13,

unless the Company by special resolution (with Investor Majority Consent) directs otherwise any New Securities that the Company proposes to allot will be offered by the Directors for subscription to the C Shareholders, A Shareholders, B Shareholders and Ordinary Shareholders as nearly as possible, on the same terms in such proportions as equal (as nearly as possible) the proportion of C Shares, A Ordinary Shares, B Ordinary Shares and Ordinary Shares held by them respectively at that time. For the purpose of this Article 13 (*Issue and allotment of new Shares*), the C Shares, A Ordinary Shares, B Ordinary Shares and Ordinary Shares will be treated as one class of Share.

- 13.2 The offer will be made by notice specifying the number and type or class of New Securities offered, the price per New Security, and a time (being not less than 14 days) within which the offer, if not accepted, will be deemed to be declined. At the end of that period or, if earlier, on the receipt of an indication from the persons to whom such notice is given that they decline to accept some or all of the New Securities so offered, the Directors will offer the declined New Securities in the same proportions to the holders of C Shares, A Ordinary Shares, B Ordinary Shares and Ordinary Shares who have accepted all New Securities initially offered to them. This further offer will be made in the same manner as the original offer but may, at the discretion of the Directors, be limited to a period of seven days after which it will (to the extent that any New Securities remain unaccepted) be deemed to have been withdrawn.
- 13.3 Any New Securities not taken up at the end of the procedure set out in Articles 13.1 and 13.2 may be offered by the Directors to a third party (to be approved by the Albion Investor Director) and, subject to these Articles, the provisions of the Statutes, such New Securities will be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons (as approved by the Albion Investor Director) at such times and generally on such terms as they think fit. However:
- 13.3.1 no Shares will be issued at a discount;
- 13.3.2 no New Securities will be issued more than three months after the end of the period for acceptance of the last offer of such New Securities under Articles 13.1 and 13.2 unless the procedure set out in those Articles is repeated in respect of such New Securities; and
- 13.3.3 no New Securities will be issued on terms which are more favourable than those on which they were offered to the Members.
- 13.4 The provisions of sections 561(1) and 562(1) to (5) CA 2006 do not apply to the Company.
- 13.5 If, due to any inequality between the number of New Securities to be issued and the number of Shares held by Members entitled to have the offer of New Securities made to them, any difficulty arises in the apportionment of any such New Securities amongst the Members, such difficulties will be determined by the Board with the consent of the Albion Investor Director.

- 13.6 Any New Securities offered under this Article 13 to an Investor may be accepted in full or in part by an Investor or any Fund which is managed or advised by the same manager or adviser or by any group undertaking of such manager or advisor.

14 TRANSFERS OF SHARES - PROHIBITED TRANSFERS

General prohibitions

- 14.1 The Directors will not register any transfer of Shares to any of the following:
- 14.1.1 any person who, in the reasonable opinion of the Board (including the Albion Investor Director) is carrying on business directly or indirectly in competition with the Company or any member of the Group, except this restriction will not apply to:
 - (a) any transfer of Shares pursuant to Articles 18 (*Change of control - Tag along rights*), 19 (*Change of control - Drag along rights*) 20 or 21 (*Compulsory Transfer*); or
 - (b) any transfer of Shares to any of the Investors; or
 - 14.1.2 any person who does not have legal capacity to transfer such Shares or otherwise to comply fully with the provisions of these Articles.

Prohibition unless in accordance with these Articles

- 14.2 Subject to Article 14.1, the Directors will not register a transfer of Shares unless:
- 14.2.1 the transfer is permitted by Article 15 (*Permitted transfers*), or has been validly made in accordance with Article 16 (*Pre-emption*), Article 18 (*Change of control - Tag along rights*), Article 19 (*Change of control - Drag along rights*), Articles 20 or 21 (*Compulsory Transfer*) or Article 22 (*Departing Founders*); and
 - 14.2.2 if not already a party to the Investment Agreement and the transfer is in respect of more than 5% of the issued Shares, the proposed transferee has entered into a deed of adherence to, and in the form required, by the Investment Agreement.
- 14.3 For the purpose of ensuring that:
- 14.3.1 a transfer of Shares is permitted under these Articles; or
 - 14.3.2 no circumstances have arisen where a Transfer Notice is required to be or ought to have been given,
- the Board may, and will if so requested by the Albion Investor Director, require any Member to procure that any person whom the Board or the Albion Investor Director reasonably believes to have information relevant to such purpose provides the Company with such information and evidence as the Board or the Albion Investor Director think fit. Pending the provision of such information the Board will be entitled to refuse to register any relevant transfer.

15 PERMITTED TRANSFERS

15.1 Where any Shares are the subject of a Transfer Notice, no transfers of any such Shares shall be permitted pursuant to this Article 15 (*Permitted transfers*).

15.2 Subject to Articles 15.1 and Articles 15.3 to 15.5 (inclusive), any Share may be transferred:

15.2.1 by its beneficial owner to a person shown to the reasonable satisfaction of the Board (including the Albion Investor Director) to be a nominee for such beneficial owner only, and by any such nominee to the beneficial owner or to another person shown to the reasonable satisfaction of the Board (including the Albion Investor Director) to be a nominee for the beneficial owner only;

15.2.2 by a Member being an individual or his personal representatives to his Privileged Relations or to the trustee(s) of a Family Trust, and by any such Privileged Relations or trustee(s) to such Member, or to any other person or persons shown to the reasonable satisfaction of the Board (including the Albion Investor Director) to be the trustee(s) for the time being (on a change of trustee) of the Family Trust in question;

15.2.3 when required by, and in accordance with, Articles 18 (Change of Control - Tag Along Rights), Article 19 (Change of Control – Drag Along Rights) or Articles 20 or 21 (Compulsory Transfer) or Article 22 (*Departing Founders*);

15.2.4 in the case of Shares held by an undertaking, subject to Article 15.4, to a group undertaking of the transferor;

15.2.5 in the case of Shares held by or on behalf of a Fund:

(a) to another nominee or trustee for, or general partner of, the Fund, and by any such nominee or trustee to another nominee or trustee for that Fund or to the Fund itself;

(b) on a distribution in kind under the constitutive documents of the Fund, to the partners in or holders of units in, or to the shareholders of, participants in or the holders of other interests in the Fund (or to a nominee or trustee for any such partners, holders, members or investors), and by a nominee or trustee for such holders, partners, members or investors to such holders, partners, members or investors or to another nominee or trustee for such holders, partners, members or investors; or

(c) to another Fund which is managed or advised by the same manager or adviser as the transferor (or as the Fund on behalf of whom any such Share is held by the transferor as nominee or trustee) or by a group undertaking of such manager or adviser; or

15.2.6 each of the Founders may transfer, in one or a series of transactions, up to 20% of the Shares he holds at the Date of Adoption (or such greater per cent as may be agreed with Investor Majority Consent) to any third party (such person being a “**Secondary Buyer**”) from time to time PROVIDED THAT the Secondary Buyer shall not be treated as a Permitted Transferee of the Founder for any other purpose and the Secondary Buyer shall be treated as an investor,

not a founder, for the purposes of any shareholders' agreement relating to the Company;

- 15.2.7 in any other case, where the transfer is approved by the Board (including the consent of at least one Founder Director, if appointed) with Investor Majority Consent.

Further transfers by Privileged Relatives, group members etc

- 15.3 Where Shares are held by one or more nominees of their beneficial owner, by a trustee or trustees of a Family Trust or by one or more Privileged Relations of a Member being an individual and any such person ceases to be:

15.3.1 a nominee of the beneficial owner of the Shares; or

15.3.2 a trustee of the Family Trust of the beneficial owner of the Shares; or

15.3.3 a Privileged Relation of such Member,

such person will on or before the cessation transfer such Shares to a transferee permitted (as the case may be) under Article 15.2.1 or Article 15.2.2.

- 15.4 Where Shares have been transferred under Article 15.2.4 and the transferee ceases to be a group undertaking of the transferor, it will, on or before the cessation, transfer such Shares to the original transferor or to another group undertaking of the original transferor.

- 15.5 If a Member fails or refuses to execute and deliver any transfer in respect of any Shares in accordance with Article 15.3 or Article 15.4, the Board may (and will if requested by the Albion Investor Director) authorise any Director to execute and deliver the necessary transfer(s) on the defaulting Member's behalf. The Board will authorise the registration of the transfer, and of the transferee as the holder of the Shares so transferred, once appropriate stamp duty (if any) has been paid. After registration, the title of the transferee as the registered holder of such Shares will not be affected by any irregularity in or invalidity of such proceedings, which, will not be questioned by any person.

16 PRE-EMPTION

Transfer Notices

- 16.1 Except in the case of a transfer under Article 15 (*Permitted transfers*) Article 18 (*Change of Control – Tag along rights*) or Article 19 (*Change of Control – Drag along rights*) and subject to the prohibitions on transfers set out in Article 14 (*Transfers of shares – prohibited transfers*), any Member who wishes to transfer any Shares ("**Seller**") must give a Transfer Notice to the Company.

- 16.2 Each Transfer Notice will relate to one class of Shares only and will specify:

16.2.1 the number and class of Shares which the Seller wishes to transfer ("**Sale Shares**");

16.2.2 the identity of the Proposed Transferee (if any);

- 16.2.3 the price per Share at which the Seller wishes to transfer the Sale Shares; and
- 16.2.4 whether or not the Transfer Notice is subject to a Total Transfer Condition. In the absence of any such stipulation it will be deemed not to be so conditional.
- 16.3 No Transfer Notice will be capable of variation or cancellation without the consent of the Board (including the Albion Investor Director).

Transfer Price

- 16.4 The Transfer Notice will constitute the Company as the agent of the Seller for the transfer of the Sale Shares in accordance with this Article 16 (*Pre-emption*) at the following price ("**Transfer Price**"):
 - 16.4.1 the price specified in the Transfer Notice; or
 - 16.4.2 if no cash price is specified in the Transfer Notice, such price that may be agreed between the Seller and the Board (with Albion Investor Director Consent) or if no price is agreed within five Business Days of the Company receiving the Transfer Notice, the Market Value of the Sale Shares as at the date of service or deemed service of the Transfer Notice, as determined in accordance with Articles 1.4 and 17 (*Valuation*).

First offer

- 16.5 The following provisions of this Article 16.5 will apply to the transfer of any Shares by any Relevant Individual.

- 16.5.1 Within ten Business Days after the later of:

- (a) the receipt by the Company of a Transfer Notice; and
- (b) the determination of the Transfer Price;

the Investors (acting by an Investor Majority) may direct the Company (as agent for the Seller) immediately to offer at the Transfer Price such number of Sale Shares as they may determine to a person who will hold the Sale Shares for the benefit of existing or future employees of any member of the Group including (without limitation), any professional trustee to hold the Sale Shares upon the terms of a discretionary trust for the benefit of the class of beneficiaries which includes (without limitation) employees of any member of the Group.

- 16.5.2 If any offeree of the Sale Shares under this Article 16.5 applies for any such Sale Shares within ten Business Days of the date of the offer referred to in Article 16.5.1, the Company will allocate to such offeree the number of Sale Shares applied for within fifteen Business Days following receipt of the application from that offeree.
- 16.6 If all of the Sale Shares are allocated in accordance with Article 16.5, the provisions of Articles 16.7 to 16.10 will not apply. If none or some only of the Sale Shares are so allocated, the provisions of Articles 16.7 to 16.10 will have effect as if reference to Sale Shares was to those not allocated in accordance with Article 16.5.2 and the Company shall give notice to each of the Members in accordance with Article 16.7.

Offer to Members and notice to Investors

- 16.7 If Article 16.5 applies: (i) within ten Business Days of the expiry of the period set out in Article 16.5.1 or, (ii) if earlier the date the Investors confirm in writing that they do not wish to make the direction referred to in Article 16.5, or if Article 16.5 does not apply, within five Business Days of the later of: (a) receipt by the Company of a Transfer Notice; or (b) the Transfer Price being determined in accordance with Article 16.4, the Company (as agent for the Seller) will give notice in writing to each of the Members (other than the Seller and any other Member who has served, or who is deemed to have served, a Transfer Notice in respect of his entire holding of Shares and under which the sale of such Shares has not then been concluded) offering the Sale Shares for sale at the Transfer Price in accordance with Articles 16.8 and 16.9. The notice will specify that the Members will have a period of up to 15 Business Days from the date of such notice to apply for some or all of the Sale Shares.

Pre-emption procedure

- 16.8 It will be a term of any offer made under Article 16.7 that the Sale Shares will be treated as offered to the Members in proportion to their existing holding of Shares (as if all Shares constituted one and the same class) ("**Proportionate Entitlement**").
- 16.9 The offer will also invite Members to indicate in their applications for Sale Shares, whether they would be willing to buy Shares in excess of their Proportionate Entitlement should any such Shares be available and, if so, how many ("**Extra Shares**").

Allocation of Shares

- 16.10 After the expiry of the offer period specified in Article 16.7, (or, if sooner, upon valid applications being received for all of the Sale Shares in accordance with that Article), the Board will allocate the Sale Shares as follows:
- 16.10.1 if the total number of Sale Shares applied for (including Extra Shares) is equal to or less than the available number of Sale Shares, each offeree will be allocated the number of Sale Shares applied for in accordance with his application (subject to Article 16.15); or
 - 16.10.2 if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each offeree will be allocated his Proportionate Entitlement, or, if less, the number of Sale Shares which he has applied for; and
 - 16.10.3 applications for Extra Shares will be allocated in accordance with such applications or, in the event of competition within any class of shareholder, among those applying for Extra Shares in such proportions as equal (as nearly as possible) the proportions of all the Shares of the same class held by such offerees.
- 16.11 Allocations of Sale Shares made by the Company under this Article 16 (*Pre-emption*) will constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no

person will be obliged to take more than the maximum number of Sale Shares which he has indicated to the Company he is willing to purchase.

- 16.12 Any Sale Shares offered under this Article 16 to an Investor may be accepted in full or part only by that Investor or by another Fund which is managed or advised by the same manager or advisor or by a group undertaking of such manager or adviser.

Completion of sale and purchase of Sale Shares

- 16.13 The Company will immediately upon allocating any Sale Shares (whether under Article 16.5.2 or Article 16.7 give notice in writing ("**Allocation Notice**") to the Seller and to each person to whom Sale Shares have been allocated specifying:

- 16.13.1 the number of Sale Shares so allocated;
- 16.13.2 the aggregate price payable for them;
- 16.13.3 any additional information required by Article 16.15.1 (if applicable); and
- 16.13.4 (subject to Article 16.15.1) the place and time (being not later than five Business Days after the date of the Allocation Notice) when the sale of the Sale Shares will be completed.

- 16.14 Subject to Article 16.15, completion of the sale and purchase of Sale Shares in accordance with the Allocation Notice will take place at the place and time specified in the Allocation Notice when the Seller will, upon payment of the due price, transfer those Sale Shares specified in the Allocation Notice and deliver the relevant Share certificates to the persons to whom they have been allocated.

- 16.15 If the Transfer Notice included a Total Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares:

- 16.15.1 the Allocation Notice will refer to such Total Transfer Condition and will contain a further offer, open for 15 Business Days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares; and
- 16.15.2 completion of the transfer in accordance with this Article 16 (*Pre-emption*) will be conditional upon all such Sale Shares being so allocated.

Default by the Seller

- 16.16 If the Seller fails by the due completion date to execute and deliver any transfer(s) in respect of any of the Sale Shares which he is due to transfer, the Board may (and will if requested by the Albion Investor Director) authorise any Director to:

- 16.16.1 execute and deliver the necessary transfer(s) on the Seller's behalf; and
- 16.16.2 against receipt by the Company of the Transfer Price payable for the relevant Sale Shares (to be held on trust for the Seller without interest) (the receipt being a good discharge to the offeree who will not be bound to see to the application of it), deliver such transfer(s) to the relevant offeree(s).

The Board will authorise registration of the transfer(s), and of the offeree(s) as the holder(s) of the Sale Shares so transferred, once appropriate stamp duty has been

paid. After registration, the title of such offeree(s) as registered holder(s) of such Sale Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person.

Exhaustion of pre-emption rights - rights and restrictions with regard to sale to third party

- 16.17 Immediately after the exhaustion of any pre-emption process followed in accordance with these Articles, if any Sale Shares remain unallocated, the Company will notify the Seller of that fact in writing. The Seller may, at any time within eight weeks after receiving such notice (but not otherwise unless the pre-emption procedure set out in these Articles is repeated), transfer any unsold Sale Shares to the Proposed Transferee at any price which is not less than the Transfer Price, except that:
- 16.17.1 the Board will refuse registration of any transfer to a Proposed Transferee who is a person to whom Shares may not be transferred by virtue of Articles 14.1 or 14.2;
 - 16.17.2 if any such transfer would, if made and registered, result in a Change of Control, the Board will refuse registration of such transfer until such time as an Approved Offer has been made and the provisions of Article 18 (*Change of control - Tag along rights*) complied with;
 - 16.17.3 if the Seller included a Total Transfer Condition in the Transfer Notice which has not been satisfied, the Seller will be entitled to transfer all (but not some only) of the Sale Shares; and
 - 16.17.4 any such transfer must be in good faith and the Board or the Albion Investor Director may require to be satisfied (in such manner as it or they may reasonably think fit) that the Sale Shares are being sold at a price which is not less than the Transfer Price without any deduction, rebate or allowance whatsoever. If not so satisfied, the Board may refuse to register the transfer.

17 VALUATION

Determination of Market Value

If the Experts are required to determine Market Value under Articles 16.4.2, 21.1 or 22.1, the provisions set out below will apply.

- 17.1 Market Value will be determined by the Experts first valuing the Company as a whole:
- 17.1.1 assuming, if the Company is then carrying on business as a going concern, that it will continue to do so;
 - 17.1.2 assuming that the entire issued share capital of the Company is being sold as between a willing buyer and a willing seller by arm's-length private treaty for cash payable in full on completion, assuming a reasonable level of corporate finance, legal and other transaction costs that the Shareholders would be expected to bear;

- 17.1.3 taking account of any Shares which may be allotted pursuant to options which have been issued by the Company and which are still outstanding;
- 17.1.4 if appropriate in the circumstances, taking account of any bona fide offer for the Company received from an unconnected third party within six months prior to the Transfer Notice being served or deemed to have been served.
- 17.2 Having valued the Company as a whole, the Experts will determine the Market Value of the Shares concerned:
 - 17.2.1 having deducted from the value of the Company as a whole (if not already taken into account when so valuing the Company):
 - (a) any arrears, accruals or deficiencies of dividend on Shares of any class; and
 - (b) any borrowings, debt obligations, customer prepayments and deferred income;
 - 17.2.2 disregarding whether the Shares concerned or any other Shares represent a majority or a minority interest; and
 - 17.2.3 disregarding the rights and restrictions attaching to the Shares concerned or any other Shares in respect of income, capital and transfer.
- 17.3 The costs and expenses of the Experts for determining the Market Value will be borne by the Company.
- 17.4 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination. The Board will notify the Seller of the Expert Valuer's determination promptly thereafter.
- 17.5 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.

18 CHANGE OF CONTROL - TAG ALONG RIGHTS

- 18.1 With the exception of any transfers of Shares in accordance with Article 15 (*Permitted transfers*) or transfers under Articles 19, 20, or 21 or 22 or any proposed transfer of Shares in respect of which the Selling Shareholders exercise their Drag Along Right pursuant to Article 19, no transfer of Shares which would constitute, if made and registered, a Change of Control (the "**Proposed Transfer**"), will be made or registered unless:
 - 18.1.1 an Approved Offer is made by the proposed transferee(s) ("**Buyer**") or, at the Buyer's written request, by the Company as agent for the Buyer; and
 - 18.1.2 the Buyer complies in all respects with the terms of the Approved Offer at the time of completion of the sale and purchase of Shares.
- 18.2 For the purposes of this Article 18 (*Change of control - Tag along rights*):

18.2.1 **"Approved Offer"** means a bona fide offer from the Buyer in writing served on all Members holding Shares (including the proposing transferor), offering to purchase all the Shares held by such Members (including any Shares which may be allotted as a result of the exercise or conversion of options, rights to subscribe for or securities convertible into Shares in existence at the date of such offer) which:

- (a) is stipulated to be open for acceptance for at least 15 Business Days;
- (b) offers the same or equivalent consideration for each Share (whether in cash, securities or otherwise in any combination), provided that a reduction, withholding or retention of consideration to take account of tax payable, or which might be payable, by a Member or by his employing company in relation to the conversion of securities, the exercise of an option over Shares and/or the disposal of Shares shall not prejudice the application of this Article;
- (c) includes an undertaking by or on behalf of the Buyer that, subject to compliance by the Buyer with Article 18.2.1(d), no other consideration, (whether in cash or otherwise) is to be received or receivable by any Member 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 to be sold by such Member, and that neither the Buyer nor any person acting by agreement or understanding with it has otherwise entered into more favourable terms or has agreed more favourable terms with any other Member for the purchase of Shares;
- (d) is on terms that the sale and purchase of Shares in respect of which the offer is accepted (the **"Tag Along Shares"**) will be completed at the same time; and
- (e) is approved by the Board (including the Albion Investor Director).

18.3 The Proposed Transfer is subject to the pre-emption provisions of Article 16 but the purchase of Tag Along Shares shall not be subject to Article 16.

19 CHANGE OF CONTROL - DRAG ALONG RIGHTS

19.1 If the holders of more than 60% of the Shares ((the **"Selling Shareholders"**) wish to transfer their interest in Shares (the **"Sellers' Shares"**) to a bona fide third party purchaser (the **"Proposed Purchaser"**) the Selling Shareholders shall have the right (**"Drag Along Right"**) to require (in the manner set out in Article 19.2) all of the other holders of Shares (**"Called Shareholders"**) to sell and transfer their shares to the Proposed Purchaser in accordance with the provisions of this Article 19.

19.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a **"Drag Along Notice"**) to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Proposed Purchaser. A Drag Along Notice shall specify that:

19.2.1 the Called Shareholders are required to transfer all their Shares (the **"Called Shares"**) under this Article;

- 19.2.2 the person to whom they are to be transferred;
 - 19.2.3 the consideration (whether in cash or otherwise) for which the Called Shares are to be transferred (calculated in accordance with this Article);
 - 19.2.4 the proposed date of transfer; and
 - 19.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the "**Sale Agreement**").
- 19.3 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 20 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 19.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid, allotted or transferred by the Proposed Purchaser to the Selling Shareholders and the Called Shareholders (the "**Drag Consideration**") were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Articles 6 and 7 (which could be nil or nominal consideration).
- 19.5 In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, a Called Shareholder shall only be obliged to undertake to transfer his Shares with full title guarantee (and provide an indemnity for lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to capacity to enter into a Drag Document and the full title guarantee of the Shares held by such Called Shareholder. No Drag Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in these Articles.
- 19.6 Within five Business Days after service of a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver to the Company:
- 19.6.1 duly executed stock transfer forms for their Shares in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct;
 - 19.6.2 the relevant share certificate(s) (or a suitable indemnity in a form acceptable to the Board); and
 - 19.6.3 a duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the "**Drag Documents**")
- 19.7 Completion of the sale and purchase of the Called Shares ("**Drag-Along Completion Date**") shall take place on the same date and in the same manner as; and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:

- 19.7.1 all of the Called Shareholders and the Selling Shareholders otherwise agree; or
- 19.7.2 that date is less than five Business Days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place five Business Days after the date of service of the Drag Along Notice.
- 19.8 On the Drag-Along Completion Date, the Company shall pay or procure the transfer to the Called Shareholders, on behalf of or by the Proposed Purchaser (as applicable), of the Drag Consideration they are then due pursuant to under this Article 19 to the extent the Proposed Purchaser has paid, allotted or transferred such consideration to the Company or such consideration is held to the order of the Company or the Called Shareholders. The Company's receipt of the Drag Consideration due pursuant to this Article 19 shall in each case constitute a good discharge of the Proposed Purchaser's obligation to pay such amount. Pending payment or transfer of the Drag Consideration to the Called Shareholders, the Company shall hold the Drag Consideration in trust for the Called Shareholders and shall hold the relevant portion of the Drag Consideration to the order of the relevant Called Shareholder. The Company will not be under any obligation to pay interest on such sums.
- 19.9 To the extent that the Proposed Purchaser has not, on the Drag-Along Completion Date, paid, allotted or transferred the Drag Consideration due to the Company or it is not otherwise held to the order of the Company, the Called Shareholders shall be entitled to the return of Drag Documents and the Called Shareholders shall have no further rights or obligations under this Article 19 in respect of that Drag Along Notice.
- 19.10 If a Called Shareholder fails to deliver the Drag Documents to the Company prior to the Drag-Along Completion Date, the Company and the Albion Investor 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 (including, but not limited to, any document to be executed as a deed) as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 19. The Board shall then authorise registration of the transfer once any appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or provide a suitable indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration then due to him.
- 19.11 On any person, following the issue of a Drag Along Notice, becoming a Shareholder of the Company pursuant to the: (i) exercise of a pre-existing option or warrant to acquire shares in the Company; or (ii) conversion of any convertible security of the Company (in each case 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 shall then be bound to sell and transfer all Shares so acquired to the Proposed Purchaser or as the Proposed Purchaser may direct and the provisions of this Article 19 shall apply with the necessary changes to the New Shareholder, except that if the date on which the Drag Along Notice was deemed to have been served on the New Shareholder is after the Drag-Along Completion Date, completion of the sale of the Shares shall take place five Business Days after the date on which the Drag Along Notice was deemed served on the New Shareholder, or on such later date as may be approved in writing by the Board and the Selling Shareholders.

- 19.12 Any transfer of Shares to a Proposed 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.

20 COMPULSORY TRANSFER – BAD LEAVER

- 20.1 If any Relevant Individual ceases for any reason to be a director or employee of or consultant to any member of the Group or ceases to be engaged by the Group to provide professional services to it by reason of being a Bad Leaver, the Relevant Individual shall be deemed to have given a Transfer Notice in respect of all the Relevant Individual's Shares on the Effective Termination Date. In such circumstances the Transfer Price shall be the lower of the Market Value and the original price paid by the Relevant Individual for the Relevant Individual's Shares.

- 20.2 For the purposes of this Article 20, the Relevant Individual's Shares shall be offered in the following order of priority:

- 20.2.1 to the Company (subject always to the provisions of the Act).
- 20.2.2 to a person or persons nominated by the Board with Albion Investor Director Consent to take the departing Relevant Individual's place conditionally upon them commencing employment with the Company; and/or
- 20.2.3 to other participants or potential participants in any Share Option Scheme operated by the Company (other than the departing Relevant Individual); and/or
- 20.2.4 to any other person or persons approved by the Board with Albion Investor Director Consent (other than the departing Relevant Individual); and/or
- 20.2.5 to the existing Relevant Individuals (other than the departing Relevant Individual) in proportion to their existing holdings of Shares.

- 20.3 All voting rights attached to a Bad Leaver's Shares if any, shall at the time he ceases to be an employee or director of or consultant to a member of the Group be suspended, or shall be voted as directed by the Board, unless the Board and the Albion Investor Director notify him otherwise.

- 20.4 Any Share whose voting rights are suspended pursuant to Article 20.3 or 21.3 ("**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 20.3 shall be automatically restored immediately prior to an IPO. If a Relevant Individual transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

21 COMPULSORY TRANSFER – GOOD LEAVER

- 21.1 If any Relevant Individual ceases (in circumstances where he is not continuing in some capacity) to be a director or employee of or consultant to any member of the Group or ceases to be engaged by the Group to provide professional services to it by

reason of being a Good Leaver, the Board (with the consent of the Albion Investor Director) may within twelve months after the Effective Termination Date require such Relevant Individual to give a Transfer Notice in respect of all of such Relevant Individual's Shares. In such circumstances the Transfer Price shall be the Market Value for the Relevant Individual's Shares as at the Effective Termination Date. During such twelve month period, the Relevant Individual shall not be permitted to give a Transfer Notice in respect of any of such Relevant Individual's Shares (other than as required by the Board (with the consent of the Albion Investor Director) in accordance with this Article).

21.2 For the purposes of this Article 21, the Relevant Individual's Shares shall be offered in the following order of priority:

21.2.1 to the Company (subject always to the provisions of the Act).

21.2.2 to a person or persons nominated by the Board with Albion Investor Director Consent to take the departing Relevant Individual's place conditionally upon them commencing employment with the Company; and/or

21.2.3 to other participants or potential participants in any Share Option Scheme operated by the Company (other than the departing Relevant Individual); and/or

21.2.4 to any other person or persons approved by the Board with Albion Investor Director Consent (other than the departing Relevant Individual); and/or

21.2.5 to the existing Relevant Individuals (other than the departing Relevant Individual) in proportion to their existing holdings of Shares.

21.3 All voting rights attached to the Relevant Individual's Shares if any, shall at the time he ceases to be an employee of or consultant to the Company be suspended or shall be voted as directed by the Board, unless the Board and the Albion Investor Director notify him otherwise.

21.4 Any 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 21.3 shall be automatically restored immediately prior to an IPO. If a Relevant Individual transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

22 DEPARTING FOUNDERS

22.1 Unless otherwise determined by the Board with Investor Majority Consent, a Founder Leaver shall be deemed to have served on the Company a Transfer Notice under Article 16.1 in respect of each class of Shares held by him giving notice that he has, with immediate effect, offered for sale all of his Leaver's Shares, save that the Leaver's Shares shall be offered in the following order of priority:

22.1.1 first to the Company for repurchase; and

22.1.2 second to the remaining Shareholders pro rata to their respective shareholdings.

22.2 All voting rights attached to the Leaver's Shares if any, shall at the time the relevant Founder ceases to be an employee or director of or consultant to a member of the Group be suspended or shall be voted as directed by the Board, unless the Board and the Albion Investor Director notify him otherwise.

22.3 Any Share whose voting rights are suspended pursuant to Article 22.3 ("**Restricted Founder Shares**") shall confer on the holders of Restricted Founder 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 22.2 shall be automatically restored immediately prior to an IPO. If a Founder Leaver transfers any Restricted Founder Shares in accordance with these Articles all voting rights attached to the Restricted Founder 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.

23 LIEN

23.1 The Company shall have a first and paramount lien on all Shares, whether fully paid or not, for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any amount payable in respect of it. This Article shall apply to all Shares registered in the name of any person indebted or under liability to the Company whether that person be the sole registered holder thereof or one of several joint holders.

23.2 The Company may sell in such a manner as the Directors determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the Share or the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

23.3 To give effect to a sale the Board may authorise any Director to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

23.4 The net proceeds of the sale, after payment of the costs, shall be applied in or towards satisfaction of the amount due and payable, and any remainder shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

24 NOTICE OF GENERAL MEETINGS

24.1 A general meeting shall be called by at least 14 clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of the members having a

right to attend and vote at the meeting who together hold not less than 90 per cent. in nominal value of the shares giving that right.

- 24.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

25 GENERAL MEETINGS

- 25.1 The Directors, or the Albion Investor Director acting alone, may call a general meeting, and on the requisition of members pursuant to the CA 2006 shall proceed to convene a general meeting in accordance with the provisions of the CA 2006.

- 25.2 A general meeting may consist of a conference between Members, some or all of whom are in different places if each Member who participates is able:

25.2.1 to hear each of the other participating Members addressing the meeting; and

25.2.2 if he so wishes, to address all of the other participating Members simultaneously,

whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods.

- 25.3 A quorum is deemed to be present if pursuant to Article 25.2 at least the number of Members required to form a quorum pursuant to Article 26.1 are present in person or by telephone. A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates. A resolution put to the vote of a meeting will be decided by each Member indicating to the chairman (in such manner as the chairman may direct) whether the Member votes in favour of or against the resolution or abstains. References in this Article 25 (*General meetings*) to Members includes their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.

26 PROCEEDINGS AT GENERAL MEETINGS

- 26.1 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, (including at least one Investor) each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

- 26.2 If any meeting is adjourned in accordance with Model Article 41 because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present will form a quorum. Model Article 41 is modified accordingly.

- 26.3 A poll may be demanded by the chairman or by any Member present in person or by proxy and entitled to vote at the meeting.

- 26.4 In the case of on equality of votes, whether on a show of hands or on a poll, the chairman will not be entitled to a casting vote in addition to any other vote which he may have.

27 VOTES OF MEMBERS

- 27.1 No member shall, unless the Directors otherwise determine, vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
- 27.2 Model Article 45(1)(d) shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting to which they relate)".
- 27.3 Model Article 45(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid unless a majority of the Directors (including the Albion Investor Director) resolve otherwise" as a new paragraph at the end of that article.

28 WRITTEN RESOLUTIONS

A proposed written resolution shall lapse if it is not passed before the end of the period of 28 days beginning with the circulation date (as defined in section 290 of the CA 2006).

29 NUMBER OF DIRECTORS

Unless and until otherwise determined by ordinary resolution of the Company, the minimum number of Directors shall be one and there shall be no maximum number.

30 ALTERNATE DIRECTORS

- 30.1 Subject to Article 30.2, any Director (other than an alternate director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 30.2 An Investor Director may appoint any person willing to act, whether or not he is a director of the Company, to be an alternate director and no resolution of the Directors will be required.
- 30.3 An alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director although he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as his appointor may direct by notice in writing to the Company. An alternate director may waive the requirement that notice be given to him of a meeting of Directors or of a committee of Directors of which his appointor is a member, either prospectively or retrospectively.

- 30.4 An alternate director shall cease to be an alternate director if his appointor ceases to be a Director.
- 30.5 An alternate director will be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.
- 30.6 An alternate director's appointment will terminate if he resigns by written notice left at or sent to the registered office of the Company.
- 30.7 Any appointment or removal of an alternate director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 30.8 An alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 30.9 A Director, or any other person mentioned in Article 30.1 or Article 30.2, may act as an alternate director to represent more than one Director, and an alternate director will be entitled at any meeting of the Board to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he will count as only one person for the purpose of determining whether a quorum is present.

31 DELEGATION OF DIRECTOR'S POWERS

Model Article 5 is modified by the addition at the end of the model article of the following sentence: "Where a provision of these Articles refers to the exercise of a power, authority or discretion by the Directors and that power, authority or discretion has been delegated by the Directors to a committee, the provision must be construed as permitting the exercise of the power, authority or discretion by the committee".

32 RETIREMENT OF DIRECTORS

- 32.1 A Director will not retire by rotation.
- 32.2 Model Article 19(1) is modified by addition of the words: "with the consent of the Albion Investor Director" after the words "the directors" and before the word "decide" and Model Article 19(2) is modified with the same addition after the words "the directors" and before the word "determine".
- 32.3 No person shall be disqualified from becoming a Director or shall be required to vacate his office of director by reason of his attaining or having attained any age.

33 DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a Director will be immediately vacated if:

- 33.1 he ceases to be a Director by virtue of any provisions of the Statutes or he becomes prohibited by law from being a Director;
- 33.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally;

- 33.3 he becomes, in the reasonable opinion of all his co-Directors, incapable by reason of mental disorder of discharging his duties as Director;
- 33.4 he resigns his office by notice in writing to the Company;
- 33.5 (other than in the case of the Albion Investor Director or a Founder Director) he has for more than three consecutive months been absent without permission of the Directors from meetings of Directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the Directors resolve that his office be vacated; or
- 33.6 (other than in the case of an Investor Director or a Founder Director) he is removed from office by a Member or Members in accordance with section 168 CA 2006.

34 DIRECTOR'S GRATUITIES AND PENSIONS

Model Article 19(3) is modified by the addition of the words: "with Investor Majority Consent" after the words "a director's remuneration may" in the first sentence.

35 BORROWING POWERS

The Directors may exercise all the powers of the Company (whether express or implied) to borrow and/or secure the payment of money, to guarantee the payment of money, the fulfilment of obligations and the performance of contracts and to mortgage or charge the property, assets and uncalled capital of the Company, and (subject to the provisions of the Statutes) to issue debentures, debenture stock and all other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

36 PROCEEDINGS OF DIRECTORS

- 36.1 In the case of an equality of votes, the chairman will not have a second or casting vote.
- 36.2 Subject to Article 36.4 every Director may receive notice of a meeting, whether or not he is absent from the United Kingdom.
- 36.3 The quorum necessary for the transaction of business at any meeting of the Directors will be two, one of which will be the Albion Investor Director (if appointed) and one of which will be a Founder Director (if appointed) and Model Article 11 will be modified accordingly. If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the chairman of the Board, acting reasonably, determines with a view to the Albion Investor Director and a Founder Director being able to attend such meeting. If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed despite the adjourned meeting having been organised at a time and place to enable the Albion Investor Director and a Founder Director to attend (either in person, by telephone or proxy), then those Directors present shall constitute the quorum.
- 36.4 Notice of a meeting of the Board will be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in hard copy form to him

at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. A Director who is absent or intending to be absent from the United Kingdom may request to the Board that notices of meetings of the Board will during his absence be sent in hard copy or electronic form to him (or his alternate) at an address given by him to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a board meeting to any Director who is absent from the United Kingdom. A Director may waive notice of any meeting of the Board either prospectively or retrospectively.

- 36.5 Directors may participate in or hold a meeting of the Board or of a committee of Directors by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or (as the case may be) a committee of the Directors duly convened and held with such Directors physically present.

37 **SECRETARY**

Subject to the provisions of the Companies Acts, the secretary, if any, shall be appointed by the directors for such term, at such remuneration and upon such conditions as they think fit; any secretary may be removed by them.

38 **INVESTOR DIRECTORS AND FOUNDER DIRECTOR**

- 38.1 For so long as an Investor holds not less than 12.5 per cent of the Shares in issue from time to time they shall have the right to appoint and maintain in office such natural person as such Investor may from time to time nominate as a director of the Company (and as a member of each and any committee of the Board) (each an "**Investor Director**") and to remove any director so appointed and, upon his removal whether by such Investor or otherwise, to appoint another director in his place.
- 38.2 The Investor Directors will be entitled to be appointed to the board of directors of any member of the Group and to any committee of the board of any member of the Group.
- 38.3 Subject as otherwise expressly provided in any shareholders' agreement relating to the Company to which the Founders and the Investors are party from time to time: (i) for so long as a Founder and (if applicable) his Permitted Transferee hold not less than 7.5 per cent of the Shares in issue from time to time, such Founder shall be entitled to appoint and maintain in office one natural person (including such Founder) to act as a director of the Company and to remove any director so appointed and, upon his removal, to appoint another director in his place; and (ii) if neither Founder has the right to appoint a director pursuant to Article 38.3 (i) but the Founders and (if applicable) their Permitted Transferees (in aggregate) hold not less than 7.5 per cent of the Shares in issue from time to time, the Founders acting together shall be entitled to appoint and maintain in office one natural person (including such Founder) to act as a director of the Company and to remove any director so appointed and, upon his removal, to appoint another director in his place. A director appointed pursuant to this Article 38.3 shall be a "**Founder Director**".

38.4 Each Founder Director will be entitled to be appointed to the board of directors of any member of the Group.

38.5 Subject to Article 38.6, appointment and removal of an Investor Director or Founder Director shall be by written notice from the appointing Investor (or ACL in the case of the Albion Investors) or Founder or Founders (as applicable) to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

38.6 Unless the Board (including the Albion Investor Director) determines that this Article 38.6 shall not apply, a person holding office as an Investor Director or Founder Director shall be deemed to have resigned as a director of the Company immediately upon the persons entitled to appoint them pursuant to Article 38.1 or 38.3 (as applicable) ceasing to hold the requisite number of Shares as set out in Article 38.1 or 38.3 (as applicable).

39 OBSERVER

39.1 For so long as an Investor holds less than 12.5 per cent of the Shares in issue but more than 7.5 per cent of the Shares in issue they shall have the right to appoint a representative to attend as an observer (each an " **Observer**") at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but will not be entitled to vote.

39.2 Any Observer will be entitled to act as observer to the board of directors of any member of the Group and to any committee of the board of any member of the Group.

39.3 Subject to Article 39.4, appointment and removal of an Observer shall be by written notice from the appointing Investor (or ACL in the case of the Albion Investors) or to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

39.4 Unless the Board (including the Albion Investor Director) determines that this Article 39.4 shall not apply, a person holding office as an Observer shall be deemed to have resigned as an Observer immediately upon the Investor entitled to appoint them pursuant to Article 39.1 ceasing to hold more than 7.5 per cent of the Shares.

40 REMUNERATION COMMITTEE

40.1 The Company shall ensure that, from the Date of Adoption, the Board establishes and maintains a committee of three directors of the Company, to be called the 'Remuneration Committee', comprising the Chief Executive Officer of the Company, the Albion Investor Director and the Chairman of the Company, on such terms of reference as shall be approved by the Board.

40.2 The parties shall ensure that the Remuneration Committee has at all times the exclusive and irrevocable power to deal on behalf of the Company with the removal or dismissal of each Senior Employee and the determination of the emoluments of each Senior Employee (including, without limitation, salary review, pensions, the setting of bonus levels and performance targets), and with the amendment of any of the terms of the service contract of each Senior Employee.

41 CO-SALE

41.1 The provisions of this Article 41 do not apply to a Permitted Transfer or transfers under Articles 15, 19, 20, or 21 or 22 or in circumstances where Article 18 applies) or to a transfer of any Ordinary Shares by a Secondary Buyer.

41.2 Subject to Article 41.1, no transfer of any of the Ordinary Shares may be made or validly registered unless the relevant holder of Shares (the "**Relevant Transferor**") shall have observed the following procedures of this Article 41.

41.3 After the Relevant Transferor has gone through the pre-emption process set out in Article 16, the Relevant Transferor shall give to each holder of A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and C Preference Shares (an "**Other Equity Holder**") not less than 5 business days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

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

41.2.2 the price per Share which the Buyer is proposing to pay;

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

41.2.4 the number of Ordinary Shares which the Relevant Transferor proposes to sell; and

41.2.5 the address where the counter-notice should be sent.

41.4 Each Other Equity Holder shall be entitled within five business days after receipt of the Co-Sale Notice, to notify the Relevant Transferor that they wish to sell a certain number of Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Shares which such Other Equity Holder wishes to sell. The maximum number of Shares which an Other Equity Holder can sell under this procedure shall be:

$$(X/Y) \times Z$$

where:

X = is the number of Shares (on an as if converted basis) held by the Other Equity Holder;

Y = is the total number of Shares (on an as if converted basis);

Z = is the number of Shares (on an as if converted basis) the Relevant Transferor proposes to sell.

41.5 Any Other 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 pursuant to this Article 41.

41.6 Following the expiry of five business days from the date the Other Equity Holders receive the Co-Sale Notice, the Relevant Transferor shall be entitled to sell to the Buyer on the terms notified to the Other Equity Holders a number of Ordinary Shares not exceeding the number specified in the Co-Sale Notice less any Shares

which Other Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Other Equity Holders the number of Shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Relevant Transferor from the Buyer.

41.7 No sale by the Relevant Transferor shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.

41.8 Transfers made by Other Equity Holders in accordance with this Article 41 shall not be subject to Article 16.

42 DIRECTORS' CONFLICTS OF INTERESTS

42.1 The Directors are hereby empowered for the purposes of section 175 of the CA 2006 to authorise any Conflict Situation that may arise and to amend or vary any such authorisation so given. Any such authorisation, amendment or revocation shall be given by resolution of the directors made in accordance with these Articles and, in the case of such authorisation, that section. The director may give any such authorisation subject to such terms as they shall consider appropriate and reasonable in the circumstances.

42.2 For the purposes of sections 175 and 180(4) of the CA 2006 and for all other purposes, it is acknowledged that an Investor Director may be or become subject to a Conflict Situation or Conflict Situations as a result of his also being or having been or being party to an agreement or arrangement or understanding or circumstances under which he may become an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or a director or indirect investor in and/or otherwise commercially involved with or economically interested in any of the following:

42.2.1 an Investor; and/or

42.2.2 any Investor affiliate, which for these purposes means any person who or which, as regards any Investor or any other Investor affiliate of that Investor:

(a) is a member for the time being of its Investor Group or an associated company; and/or

(b) is an investment manager or investment adviser to or of it and/or another Investor affiliate; and/or

(c) is a Person in which the Investor and/or any Investor affiliated may have or acquire a direct or indirect economic interest, including without limitation any portfolio company investee; and/or

(d) controls or is controlled, managed, advised (in an investment adviser capacity) or promoted by the Investor and/or such Investor affiliate; and/or

(e) a trustee, manager, beneficiary, shareholder, partner, unitholder or other financier or any participant in or of it and/or that Investor affiliate, and/or

42.2.3 any carried interest or similar incentive arrangement associated with any Person or arrangement referred to in Article 42.2.1 or Article 42.2.2,

where for these purposes "**Person**" shall mean any individual, body corporate, fund, trust, partnership or other entity whether or not having separate legal status.

42.3 An Investor Director that is the subject of any Conflict Situation envisaged by Article 42.2 shall be entitled to:

42.3.1 receive notice (including any relevant board papers) of, attend, count in the quorum towards and vote at board meeting relating in any way to, and deal generally with, matters concerning, connected with or arising from the Conflict Situation concerned provided always that if the Conflict Situation relates to a director's service agreement or letter of appointment with the Company he shall not be entitled to vote on any resolution concerning that agreement or appointment; and

42.3.2 keep confidential and not disclose to the Company any information which comes into his possession as a result of such Conflict Situation where such information is confidential as regards any third party.

42.4 Subject to the provisions of the CA 2006, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a director notwithstanding his office:

42.4.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

42.4.2 receive notice (including any relevant board papers) of, attend, count in the quorum towards and vote at board meeting relating in any way to, and deal generally with, matters concerning, connected with or arising from a transaction or arrangement with the Company or in which the Company is otherwise interested;

42.4.3 may be a director or other office of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

42.4.4 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

43 NOTICES

Any notice or other document or information ("**Notice**") sent or supplied by or to the Company (whether authorised or required to be sent or supplied by the Statutes or otherwise) to or by a Member, or to or by any person entitled to enjoy or exercise all or any specified rights of a Member in relation to the Company, may be sent or supplied in any way in which CA 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of any provision of the Statutes, including in particular by the Company making them available on a website. A Notice sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

44 SERVICE OF NOTICES

44.1 The Company may send or supply any Notice to a member by whichever of the following methods it may in its absolute discretion determine:

- 44.1.1 personally;
- 44.1.2 by posting the Notice in a first class prepaid envelope addressed to the Member at his registered address;
- 44.1.3 by leaving the Notice at that address;
- 44.1.4 by sending or supplying the Notice by electronic means to such address (if any) as may for the time being be notified to the Company by or on behalf of the Member for that purpose generally or specifically (or as may be deemed by a provision in CA 2006 to have been specified for that purpose); or
- 44.1.5 by making the Notice available on a website.

44.2 In the case of joint holders of a Share, the Company shall treat as the only Member entitled to receive a Notice from the Company in respect of the joint holding (whether such Notices are required to be sent or supplied by the Statutes or otherwise) the joint holder whose name appears first in the register in respect of the joint holding.

44.3 Anything to be agreed or specified by the holder of a Share which is held in joint names must be agreed or specified by the holder whose name appears first in the register in respect of the joint holding and the other joint holder or holders shall be deemed to be bound by that.

44.4 A Member may send or supply any Notice pursuant to these Articles by whichever of the following methods it may in his absolute discretion determine:

- 44.4.1 personally;
- 44.4.2 by posting the Notice in first class prepaid envelope (or airmail if sent outside the United Kingdom) addressed to the Company or any officer of the Company at its registered address or such other place in the United Kingdom as may from time to time be specified by the Company;
- 44.4.3 by delivering personally or by hand the Notice to that address; or
- 44.4.4 by electronic means to the fax number or e-mail address provided for such purpose from time to time by the Company.

44.5 Proof that an envelope containing a Notice was properly addressed, prepaid and posted shall be conclusive evidence that the Notice was given. Proof that a Notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the Notice was given. A Notice (other than an appointment of proxy) will be deemed to be given:

- 44.5.1 if sent by post:

- 44.5.2 within the United Kingdom, two Business Days after posting; and
- 44.5.3 outside the United Kingdom, five Business Days after posting;
- 44.5.4 if delivered personally or by hand or left at an address in accordance with these Articles, on the day of delivery, if delivered at least two hours before the close of business hours on a Business Day, and otherwise on the next Business Day; and
- 44.5.5 if sent by electronic means, at the time of transmission, if received at least two hours before the close of business hours on a Business Day, and otherwise on the next Business Day.

45 INDEMNITY AND INSURANCE

45.1 Subject to the provisions of, and so far as may be permitted by and consistent with the Statutes, each Director or former director or other officer (other than an auditor) of the Company or any Associated Company may be indemnified out of the assets of the Company against:

- 45.1.1 any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a Director or former director:
 - (a) any liability to the Company or any Associated Company; and
 - (b) any liability of the kind referred to in section 234(3) CA 2006;
- 45.1.2 any liability incurred by or attaching to him in connection with the activities of the Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA 2006) other than a liability of the kind referred to in section 235(3) CA 2006; and
- 45.1.3 any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers.

For the purpose of this Article, references to "liability" shall include all costs and expenses incurred by the Director or former director or other officer (other than an auditor) in relation to such liability.

45.2 Subject to the provisions of and so far as may be permitted by the Statutes, the directors may exercise all the powers of the Company to:

- 45.2.1 provide any Director, former director or other officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company, or in connection with any application for relief under the provisions mentioned in section 205(5) CA 2006; and
- 45.2.2 do anything to enable any such person to avoid incurring such expenditure,

but so that the terms set out in section 205(2) CA 2006 shall apply to any such provision of funds or other things so done. For the purpose of this Article references to "director" in section 205(2) CA 2006 Act shall be deemed to include references to a former director or other officer (other than an auditor) of the Company.

- 45.3 Without prejudice to Article 45.1, the Directors may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him in relation to the Company or any Associated Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose "**relevant office**" means that of Director or other officer (other than an auditor) of the Company or any company which is or was an Associated Company or any predecessor in business of the Company or of any Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or former officer (other than an auditor) of the Company or any Associated Company or of any such predecessor in business or their respective dependants.