

Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

THE BRICKWORK GROUP LIMITED

COMPANY NO: 10190839

(ADOPTED BY SPECIAL RESOLUTION PASSED ON 21 June 2023)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. EXCLUSION OF OTHER REGULATIONS

No regulations or model articles contained in any statute or subordinate legislation, including those contained in the Model Articles, apply to the Company.

2. DEFINED TERMS

2.1 In the Articles, unless the context requires otherwise:

“Accepting Shareholder” has the meaning given in article 40.5;

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

“Articles” means the Company’s articles of association;

“Associated Government Entities” means:

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

“Bad Leaver” means an Employee who ceases to be an Employee and who is not a Forced Leaver, a Good Leaver or a Voluntary Leaver;

“Bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“Beneficial Owner” means a beneficial owner set forth on the Seedrs Platform who, from time to time, has beneficial ownership in the Shares for which the Nominated Custodian is registered as the legal owner;

“Board” means board of directors of the Company from time to time;

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

“Called Shareholders” has the meaning given in article 39.1;

“Called Shares” has the meaning given in article 39.1;

“Capitalised Sum” has the meaning given in article 50.1;

“Cause” means behaviour entitling the Company to summarily dismiss the Employee or terminate their employment or engagement as a result of gross misconduct, gross negligence and/or dishonesty;

“Chairperson” has the meaning given in article 13.1;

“CLA” means the convertible loan agreement entered into between (amongst others) UK FF Nominees Limited and the Company dated 25 February 2021;

“CLA Lenders” means the persons defined as lenders under the CLA;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

“Competitor” means any business or Company competing directly with the Company;

“Conflict” has the meaning given in article 17.1;

“Controlling Interest” means an interest in Shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

“Director” means a director of the Company, and includes any person occupying the position of director, by whatever name called;

“distribution recipient” has the meaning given in article 44.2;

“Drag-Along Option” has the meaning given in article 39.1;

“Drag-Along Notice” has the meaning given in article 39.2;

“Drag Completion Date” has the meaning given in article 39.5;

“Drag Consideration” has the meaning given in article 39.6;

“Drag Purchaser” has the meaning given in article 39.1;

“Eligible Shareholders” has the meaning given in article 35.5;

“Employee” means an individual who is employed by the Company, or who provides consultancy services to the Company, or who is a Director who has a contract for or of services with the Company;

“Encumbrance” means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including any retention of title claim), conflicting claim of ownership or any other Encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

“Fair Value” means the value of Shares as determined in accordance with article 36.2;

“Family Group” means, as regards any individual (whether living or deceased) (a **“Principal”**):

- (a) such Principal;
- (b) the Privileged Relations of such Principal; and
- (c) the Qualifying Companies of such Principal,

(and, in each case, with respect to the holding of interests in Shares, any nominee or custodian of such Principal) and the term **“member of the same Family Group”** shall be construed accordingly;

“Forced Leaver” means an Employee who is dismissed by the Company for Cause and that dismissal is determined by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal to be wrongful or constructive;

“Founders” means Arya Taware and Jason Granite;

“Future Fund” means UK FF Nominees Limited, a company incorporated in England and Wales with company registration number 12591650 and whose registered office address is at 5 Churchill Place, 10th Floor, London, England, E14 5HU;

“Good Leaver” means an Employee who ceases to be an Employee at any time by reason of:

- (a) death;
- (b) permanent incapacity;
- (c) redundancy;
- (d) dismissal by the Company otherwise than for Cause; or
- (e) the Board otherwise determining that he or she is a Good Leaver;

“Independent Accountant” means the auditors for the time being of the Company or, if they decline the instruction or the Company has not appointed an auditor, a reputable independent firm of accountants with relevant expertise appointed by the Board;

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

Investor who the Board determines in its reasonable discretion is a competitor with the business of the Company;

“Leaver” means any type of Leaver, being a Forced Leaver, a Good Leaver, a Voluntary Leaver or a Bad Leaver, or any Shareholder who is a nominee of such Leaver;

“Model Articles” means the model articles for private companies limited by Shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the adoption of the Articles;

“New Shares” has the meaning given in article 30.2;

“New Shareholder” has the meaning given in article 39.9;

“Nominated Custodian” means Seedrs Nominees Ltd (CRN: 08756825) of Churchill House, 142-146 Old Street, London, EC1V 9BW which is fully owned and controlled by Seedrs Limited ((CRN: 06848016) of Churchill House, 142-146 Old Street, London, EC1V 9BW) and which has been appointed by the Seedrs Nominee as their nominated custodian to be registered as legal shareholder on behalf of the Beneficial Owners;

“Offer” has the meaning given in article 40.2;

“Offer Notice” has the meaning given in article 40.3;

“Permitted Situation” has the meaning given in article 17.4;

“Permitted Transferee” means in relation to any member of a Family Group, any other member of that Family Group;

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

“Proposed Sale Price” has the meaning given in article 35.2;

“Proposed Buyer” has the meaning given in article 40.1;

“Proposed Transfer” has the meaning given in article 40.1;

“Qualifying Company” means, as regards any individual, a company the entire issued share capital of which is held (legally and beneficially) by such individual (together with their Privileged Relations) and over which that individual exercises control (within the meaning of section 1124 of the CTA 2010);

“Relevant Shareholders” has the meaning given in article 36.1;

“Representative” has the meaning given in article 42.1;

“Sale Price” has the meaning given in article 35.4;

“Sale Shares” has the meaning given in article 35.2;

“Seedrs Platform” means the Seedrs Limited equity crowdfunding platform for investing in startups and later-stage businesses;

“Seller” has the meaning given in article 35.2;

“Selling Shareholders” has the meaning given in article 39.1;

“Sellers’ Shares” has the meaning given in article 39.1;

“Shareholder” means a person who is the holder of a Share;

“Shareholders’ Agreement” means any shareholders’ agreement in place between the Company and its Shareholders from time to time;

“Shares” means shares in the Company;

“Specified Price” has the meaning given in article 40.2;

“Subscription Period” has the meaning given in article 30.3;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“Tag-Along Period” has the meaning given in article 40.3;

“Transfer Notice” has the meaning given in article 35.2;

“Transmittee” means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law;

“Voluntary Leaver” means an Employee who, at any time after the third anniversary of the last acquisition of Shares by that Employee ceases to be an employee as a result of resignation, save in circumstances where the Employee resigns from the Company in order to directly or indirectly in the sole opinion of the Board work with any Competitor and the resignation has not been determined by a court or tribunal of competent jurisdiction to amount to constructive dismissal; and

2.2 Unless the context otherwise requires, other words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.

2.3 Terms used in only a single provision of the Articles are not defined in article 2.1.

3. LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. DIRECTORS' GENERAL AUTHORITY

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5. SHAREHOLDERS' RESERVE POWER

5.1 The Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

5.3 No alteration of the Articles invalidates anything which the Directors have done before the alteration was made.

6. DIRECTORS MAY DELEGATE

6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

6.3 Where a provision in the 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 provisions shall be construed as permitting the exercise of the power, authority or discretion by the committee.

6.4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7. COMMITTEES

7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

- 7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with this article 8.

- 8.2 If:

- (a) the Company only has one Director, and
- (b) no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director (for so long as they remain the sole Director) may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making. For the purpose of article 12, the quorum for the transaction of business by a sole Director is one, and all other provisions of the Articles apply with any necessary modification (unless a provision expressly provides otherwise).

- 8.3 If only one Director is eligible to vote on any authorisation required under article 17, the general rule does not apply, and the eligible Director may take decisions in relation to the relevant matter without regard to any of the provisions of the Articles relating to Directors' decision-making.

9. UNANIMOUS DECISIONS

- 9.1 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they Share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 9.3 References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 9.4 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

10. CALLING A DIRECTORS' MEETING

- 10.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 10.2 Notice of any Directors' meeting must, unless waived by the Chairperson in writing, be given at least seven (7) days in advance of the meeting and must indicate:
- (a) its proposed date and time;

- (b) where it is to take place; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

10.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11. PARTICIPATION IN DIRECTORS' MEETINGS

11.1 Subject to the Articles, Directors "**participate**" in a Directors' meeting, or part of a Directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the Articles; and
- (b) they can each communicate to the other(s) any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

11.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12. QUORUM FOR DIRECTORS' MEETINGS

12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 Subject always to Articles 8.2 and 8.3 and to any Shareholders' Agreement, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two (which must include each Founder (for so long as they are also a Director)) if the Company has more than one director, and one if it has only one director.

12.3 Subject always to article 8.2, if the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

- (a) to appoint further Directors; or
- (b) to call a general meeting so as to enable the Shareholders to appoint further Directors.

13. CHAIRING OF DIRECTORS' MEETINGS

13.1 For so long as Arya Taware is a Director, she shall chair Directors' meetings and shall be known as the "**chairperson**".

13.2 The Directors may (acting with the consent of the Founders, for so long as each Founder is also a Shareholder) terminate the chairperson's appointment at any time.

13.3 If the chairperson is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

14. CASTING VOTE

14.1 If the numbers of votes for and against a proposal are equal (ignoring any votes which are to be discounted in accordance with the Articles or the Companies Acts), the chairperson or other Director chairing the meeting has a casting vote.

14.2 Article 14.1 does not apply if, in accordance with the Articles, the chairperson or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

15. RESOLUTION IN WRITING

A resolution in writing signed by all the Directors who are at the relevant time entitled to receive notice of a meeting of the Directors (if that number is sufficient to constitute a quorum) shall be as valid and effectual as a resolution passed at a meeting of the Directors properly called and constituted. The resolution may be contained in one document or several documents in like form each signed by one or more of the Directors concerned.

16. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

Provided that they have disclosed to the Directors the nature and extent of any interest of theirs in accordance with and to the extent required by the Companies Acts, a Director notwithstanding their office:

- (a) may be a party to, or otherwise interested in, any contract with the Company or in which the Company is otherwise interested (including a guarantee);
- (b) may subscribe for Shares or other securities, or enter into an agreement to subscribe for Shares or other securities in the Company or any of its subsidiaries;
- (c) may be party to arrangements pursuant to which benefits are made available to employees and Directors of the Company or any of its subsidiaries, which do not provide special benefits for Directors; and
- (d) may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor).

17. CONFLICTS OF INTEREST

17.1 The Directors may, subject to the quorum and voting requirements set out in the Articles, authorise any matter which would otherwise involve a Director breaching their duty under the Companies Acts to avoid conflicts of interest ("**Conflict**").

17.2 Any Director (including the relevant Director) may propose that the relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed on and decided upon by the Directors under the provisions of the Articles save that

the relevant Director shall not count towards the quorum nor vote on any resolution giving such authority and save further that if there are insufficient Directors eligible to vote and therefore to form a quorum, article 8.3 will apply.

17.3 Where the Directors give authority in relation to a Conflict:

- (a) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
- (b) the Directors may revoke or vary such authority at any time but this will not affect anything done by the relevant Director prior to such revocation or variation in accordance with the terms of such authority.

17.4 Where the Directors give authority in relation to a Conflict or where any of the situations referred to in article 16 ("**Permitted Situation**") applies:

- (a) the Directors may (whether at the relevant time or subsequently) (i) require that the relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the Directors or otherwise) related to the Conflict or Permitted Situation; and (ii) impose upon the relevant Director such other terms for the purposes of dealing with the Conflict as it may determine;
- (b) the relevant Director will be obliged to conduct themselves in accordance with any terms imposed by the Board in relation to the Conflict or Permitted Situation; and
- (c) the Directors may provide that where the relevant Director obtains (other than through their position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.

17.5 A Director shall not, by reason of their office or of the fiduciary relationship thereby established, be liable to account to the Company or the members for any remuneration, profit or other benefit realised by reason of that Director having any type of interest in a Conflict authorised under this article or in any Permitted Situation and no contract shall be liable to be avoided on the grounds of a Director having any such interest.

18. DIRECTORS MAY VOTE WHEN INTERESTED

18.1 Subject where applicable to disclosure in accordance with the Companies Acts or the Articles and subject to any terms imposed by the Directors in relation to any Conflict or Permitted Situation, a Director shall be entitled to vote in respect of any matter in which they are interested directly or indirectly and if they shall do so their vote shall be counted and, whether or not they vote, their presence at the meeting shall be taken into account in ascertaining whether a quorum is present.

18.2 Subject to article 18.3, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in a meeting (or part of a meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairperson (if any) whose ruling in relation to any Director other than the chairperson is to be final and conclusive.

- 18.3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson (if any), the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

19. RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

20. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

21. CHANGE OF NAME

The Company may change its name by a decision of the Directors.

APPOINTMENT OF DIRECTORS

22. METHODS OF APPOINTING DIRECTORS

- 22.1 Subject to any Shareholders' Agreement and articles 22.2 and 22.3, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

- (a) by special resolution; or
- (b) by a decision of the Directors.

- 22.2 Shareholders holding at least 75% of the Shares, shall have the right to appoint and maintain in office one (1) natural person as they may from time to time nominate as a Director (and as a member of each and any committee of the Board) and to remove any Director so appointed and, upon their removal whether by such Shareholders or otherwise, to appoint another person as Director in their place.

- 22.3 Arya Taware shall, for so long as she (or her Permitted Transferees) holds not less than 5% of the issued Shares of the Company, be entitled to appoint and remove one person to be a Director of the Company and, if that person is removed or vacates office for any cause, to appoint another person in their place. On any resolution of the members to remove a Director appointed in accordance with this article 22.3, Arya Taware shall have 10,000 votes for each Ordinary Share held by her.

- 22.4 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a Director.

- 22.5 For the purposes of article 22.4, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

23. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- (b) a Bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (f) that person has for more than six consecutive months been absent without permission of the Directors from meetings of Directors held during that period and the other Directors resolve that that person should cease to be a Director; or
- (g) that person is or becomes a Leaver.

24. DIRECTORS' REMUNERATION

24.1 Directors may undertake any services for the Company that the Directors decide.

24.2 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

24.3 Subject to the Articles, a Director's remuneration may take any form.

24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

24.5 Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

24.6 The Directors may provide benefits, whether by the payment of a pension, allowance or gratuities, or any death, sickness or disability benefits or by insurance or otherwise, for any Director or former Director who holds or has held any office or employment with the Company or with any undertaking which is or has been a group Company, and for any member of their family (including a spouse or former spouse) or any person who is or was dependent on them, and may (before as well as after they cease to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

25. DIRECTORS' EXPENSES

25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of Shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

25.2 Subject to the Companies Acts, the Directors shall have power to make arrangements to provide a Director with funds to meet expenditure incurred or to be incurred by that Director for the purpose of the Company or for the purpose of enabling that Director to properly perform their duties as an officer of the Company or to avoid that Director incurring any such expenditure.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

26. ALL SHARES TO BE FULLY PAID UP

26.1 Subject to article 26.2, no Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

26.2 Article 26.1 does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

27. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

27.1 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.

27.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

28. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

29. PURCHASE OF OWN SHARES

Subject to the Companies Acts, but without prejudice to any other provision of the Articles, the Company may, in accordance with section 692(1ZA) of the Companies Act 2006, purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Companies Act 2006, up to an aggregate purchase price in a financial year of the lower of:

- (a) £15,000; or
- (b) the nominal value of 5% of the Company's fully paid share capital at the beginning of the relevant financial year.

30. PRE-EMPTION RIGHTS

30.1 The pre-emption provisions in sections 561 and 562 of the Companies Act 2006 shall not apply to any allotment of equity securities made by the Company.

30.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any new equity securities ("**New Shares**"), those New Shares shall not be allotted to any person unless the Company has in the first instance offered them to all Shareholders on the same terms and at the same price as those New Shares are being offered to other persons on a pro rata basis to the number of Shares held by those holders (as nearly as may be without involving fractions) prior to the offer.

30.3 The offer:

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

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

30.5 If, at the end of the Subscription Period, the number of New Shares applied for is less than the number of New Shares, the New Shares shall be allotted to the Shareholders in accordance with their applications and any remaining New Shares shall be offered to any other person as the Board may determine at the same price and on the same terms as the offer to Shareholders.

30.6 A reference to the allotment of New Shares in this article, includes the grant by the Directors of a right to subscribe for, or convert any securities into, Shares. However, such a reference does not include the subsequent issue of any Shares pursuant to such a right.

30.7 The provisions of Articles 30.1 to 30.5 (inclusive) shall not apply to:

- (a) the grant or exercise of options to subscribe for Shares under an employee Share scheme set up in accordance with the Companies Act 2006 or under any shareholders' agreement in respect of the Company from time to time;
- (b) any Shares issued or granted in order for the Company to comply with its obligations under the Articles; or
- (c) any shares issued in consideration of the acquisition by the Company of any Company or business.

30.8 The Directors may, as a condition to subscription for Shares, require the subscriber to execute and deliver to the Company a deed agreeing to be bound by the terms of any Shareholders' Agreement in any form as the Directors may reasonably require and if any condition is imposed in accordance with this article 30, the subscription may not be registered unless that deed has been executed and delivered to the Company by the subscriber.

31. SHARE CERTIFICATES

31.1 The Company must issue to each Shareholder, free of charge, one or more certificates in respect of the Shares which that Shareholder holds.

31.2 Every certificate must specify:

- (a) in respect of how many Shares, of what class, it is issued;
- (b) the nominal value of those Shares;
- (c) that the Shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

31.3 No certificate may be issued in respect of Shares of more than one class.

31.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

31.5 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Acts.

32. REPLACEMENT SHARE CERTIFICATES

32.1 If a certificate issued in respect of a Shareholder's Shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

32.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

33. SHARE TRANSFERS

- 33.1 No Shareholder shall create any Encumbrance over, transfer or otherwise dispose of or give any person any rights in or over any Share or interest in any Share, except (i) in respect of the grant or exercise of an option pursuant to an employee Share scheme set up in accordance with the Companies Act 2006; (ii) as permitted or required by any Shareholders' Agreement and/or the Articles; or (iii) with the prior written consent of the Board provided that the transferor has informed the Board of the purpose of the transfer or other disposal or creation of rights.
- 33.2 If a Shareholder transfers or purports to transfer all or any Shares otherwise than in accordance with the Articles he or she will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him or her.
- 33.3 In any case where the Articles, any Shareholders' Agreement and/or the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given immediately upon the expiration of that period, and article 35.8 shall apply in respect of the defaulting Shareholder in such circumstances.
- 33.4 Subject to article 33.9, Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 33.5 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- 33.6 The Company may retain any instrument of transfer which is registered.
- 33.7 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 33.8 The Directors may refuse to register the transfer of a Share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless the Directors suspect that the proposed transfer may be fraudulent.
- 33.9 Subject to article 34, the Directors may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any Shareholders' Agreement in any form as the Directors may reasonably require and if any condition is imposed in accordance with this article 33.9, the transfer may not be registered unless that deed has been executed and delivered to the Company by the transferee.

34. PERMITTED TRANSFERS

34.1 Notwithstanding anything to the contrary in these Articles, in respect of any Shares or rights to Shares held by Seedrs Nominees Limited, the following transfers shall be permitted without any restrictions as to price, requirement to offer shares or rights to shares on a pre-emptive basis or otherwise:

- (a) any transfer of the Shares or rights to Shares to any person who is the Beneficial Owner of such Shares or rights to Shares;
- (b) any transfer of the Shares or rights to Shares to any person who is to hold the Shares or rights to Shares as nominee for the Beneficial Owner in substitution for the then registered legal shareholder, subject to Seedrs Nominees Limited using all reasonable endeavours to procure that the transferee executes a deed of adherence to the Shareholders' Agreement (if any); and
- (c) any transfer of the beneficial ownership of such Shares or rights to Shares where the identity of the registered legal shareholder remains the same before and immediately after such transfer.

34.2 The Future Fund shall at any time be entitled to transfer any of its shares in the capital of the Company that are held by the Future Fund, without restriction as to price or otherwise and free of pre-emption rights howsoever expressed to:

- (a) any Associated Government Entities; or
- (b) an Institutional Investor that is acquiring the whole or part (being no fewer than 10 companies, including the Company) of the Future Fund's interest in a portfolio of investments which comprise or result from the conversion of unsecured convertible loans substantially on the same terms as the convertible loan agreement between the Future Fund and the Company, provided that such transaction(s) is bona fide in all respects.

35. TRANSFER OF SHARES – PRE-EMPTION

35.1 Except where Articles 33.1 (*Share Transfers*), 34 (*Permitted Transfers*), 39 (*Drag Along*), 40 (*Tag Along*) or 41 (*Put Option*) apply, or with the prior written consent of the Board, any transfer of Shares by any Shareholder shall be subject to the pre-emption rights set out in this article 35.

35.2 A Shareholder ("**Seller**") wishing to transfer (or deemed to wish to transfer) any Shares must first give notice in writing (a "**Transfer Notice**") to the Company giving details of the proposed transfer, including:

- (a) the number of Shares he or she wishes to transfer (the "**Sale Shares**");
- (b) if he or she wishes to sell the Sale Shares to a third party, the identity and reasonable details of the proposed transferee; and

- (c) the price per Sale Share (in cash) at which he or she wishes to sell the Sale Shares (the **"Proposed Sale Price"**).
- 35.3 A Transfer Notice constitutes the Company as the agent of the Seller for the sale of the Sale Shares. Once given, a Transfer Notice may only be withdrawn by the Seller with the approval of the Board's prior written consent or, where the Sale Price is referred for valuation in accordance with article 36, within five Business Days of the Seller being notified of the Fair Value.
- 35.4 The Seller shall have five Business Days following service of the Transfer Notice to agree with the Board the price at which the Sale Shares are to be transferred (the **"Sale Price"**), failing which agreement the Board shall refer the Sale Price for valuation in accordance with article 36, in which case the Sale Price shall be the Fair Value.
- 35.5 As soon as practicable following confirmation of the Sale Price or, in the case of referral for valuation in accordance with article 36, confirmation that the Seller will not, or expiry of the period within which the Seller can, withdraw the Transfer Notice, the Board shall offer the Sale Shares for sale: firstly, to the Founders; and secondly, to each of the other Shareholders other than the Seller (the Founders and such other Shareholders being **"Eligible Shareholders"**):
 - (a) inviting them to apply to the Company for the maximum number of Sale Shares he or she wishes to purchase at the Sale Price;
 - (b) stating that he or she will have a period of ten Business Days from the date of the notice in which to apply (the **"Offer Period"**); and
 - (c) stating that if there is competition among the Eligible Shareholders for the Sale Shares, the Sale Shares will be allocated:
 - (i) firstly, to the Founders in proportion (as nearly as may be without involving fractions) to his or her existing holding of Shares compared to the total number of Shares held by the Founders; and
 - (ii) secondly, to the other Eligible Shareholders in proportion (as nearly as may be without involving fractions) to his or her existing holding of Shares compared to the total number of Shares held by the other Eligible Shareholders.
- 35.6 Within five Business Days of the expiry of the Offer Period, the Company shall give written notice of allocation (an **"Allocation Notice"**) to the Seller and any Eligible Shareholders who have applied for Sale Shares, which shall specify the number of Sale Shares to be allocated to each Eligible Shareholder (in accordance with their applications made pursuant to article 35.5), the aggregate price payable for them, and the timing for completion (which shall be not less than three Business Days nor more than ten Business Days after the Allocation Notice has been issued).
- 35.7 On service of an Allocation Notice, the Seller shall, against payment for the relevant Sale Shares, transfer the relevant Sale Shares in accordance with the requirements in the Allocation Notice, and return the relevant share certificates (or an appropriate indemnity) to the Company.

35.8 If a Seller fails to comply with the provisions of article 35.7, he or she shall be deemed to have authorised any Director to complete, execute and deliver on the Seller's behalf all documents necessary to give effect to the transfer of the relevant Sale Shares, and the Company may receive the purchase price, give a good discharge for it and (subject to the transfer being duly stamped where applicable) update the register of members to reflect the new holder(s) of the Sale Shares. The Company shall hold any such purchase monies on trust for the Seller (without any interest) until he or she has returned the relevant share certificates (or an appropriate indemnity).

35.9 If the Allocation Notice does not refer to all of the Sale Shares, then the Seller may subject to Board approval and/or any Shareholders' Agreement transfer the unallocated Sale Shares to any person, within three months of the termination of the Offer Period, for purchase at a price at least equal to the Sale Price.

36. TRANSFER OF SHARES – VALUATION

36.1 Where a valuation of Shares is required, the Independent Accountant shall be requested to determine the Fair Value of the relevant Shares within ten Business Days of appointment and to notify the Company, and the Shareholder(s) whose Shares are being transferred, in writing of its determination.

36.2 "Fair Value" shall, in any case, be the price of the relevant Shares determined in writing by the Independent Accountant on the following bases and assumptions:

- (a) that the sale is on an arm's length basis between a willing seller and a willing buyer;
- (b) if the Company is carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Shares are capable of being transferred without restriction and free of all Encumbrances;
- (d) valuing the Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued Share capital of the Company which they represent or the rights or restrictions apply to the Sale Shares;
- (e) the sale is taking place on the date the Independent Accountant was requested to determine the Fair Value; and
- (f) shall reflect any other factors which the Independent Accountant reasonably believes should be taken into account.

36.3 The Independent Accountant shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).

36.4 The cost of obtaining the valuation shall be paid by the Company unless the Fair Value price determined by the Independent Accountant is less than the Proposed Sale Price, in which case the Seller shall bear the cost.

37. COMPULSORY TRANSFER – LEAVER PROVISIONS

37.1 The provisions of this article 37 shall apply to any Leaver and to any Leaver's Shares.

- 37.2 Within the period commencing on the relevant leaving date (being the date on which the relevant Leaver ceases to be an Employee) and expiring at midnight on the first anniversary of such date, the Company may serve a notice on the Leaver notifying him or her that he or she is, with immediate effect, deemed to have served a Transfer Notice in respect of his or her Shares. Where the relevant Leaver ceases to be a Director, but remains an Employee (or vice versa), the provisions of this article 37 shall not apply until the relevant Leaver departs the Company, unless otherwise determined by the Board to be appropriate in the circumstances.
- 37.3 The provisions of article 35 shall apply to any such Transfer Notice, provided that for these purposes:
- (a) the Sale Shares shall comprise all the Leaver's Shares;
 - (b) the Company shall have a right of first refusal, subject to applicable law, to purchase all or some of the Leaver's Shares before they are offered to the Eligible Shareholders;
 - (c) the Sale Price shall be determined by article 37.4;
 - (d) the relevant Leaver shall be obliged to transfer his or her Shares within 10 Business Days of the date of the service of the Transfer Notice or (if appropriate) determination of the Sale Price, whichever falls later; and
 - (e) where a valuation of the Leaver's Shares is required, the Independent Accountants shall, in determining the Fair Value, take into account the effect on the Company of the departure of the Leaver.
- 37.4 The Sale Price shall be:
- (a) in the case of a Good Leaver, a Forced Leaver or a Voluntary Leaver, the nominal value or, if higher, the Fair Value of the Shares; or
 - (b) subject to article 37.5, in the case of a Bad Leaver, the nominal value or, if lower, the Fair Value of the Shares.
- 37.5 Where the Company does not have sufficient distributable reserves to fund a repurchase of a Bad Leaver's Shares in accordance with this article 37, the Company may (in accordance with article 29) fund such repurchase out of capital as permitted by section 692(1ZA) of the Companies Act 2006, and in this case the Sale Price shall be the lower of the nominal value of the Bad Leaver's Shares and the nominal value of 5% of the Company's fully paid Share capital as at the beginning of the relevant financial year.
- 37.6 If any Shareholder fails to comply with the provisions of this article 37, the Company shall be constituted the agent of such defaulting Shareholder for taking such actions as are necessary to achieve any transfer or repurchase of Shares required under this article 37. In the event such appointment is utilised, any Director may execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase monies due to the defaulting Shareholder on trust for the relevant Shareholder. The receipt of the Company of any such purchase monies shall be a good discharge by any purchasing Shareholder.
- 37.7 Where a Leaver designated as a Good Leaver or a Voluntary Leaver subsequently becomes a Bad Leaver, then, where required by notice in writing from the Company, he or she shall be

liable to pay to the Company the difference between the price paid for their Shares pursuant to this article 37 and the price that they would have been paid had they been originally designated a Bad Leaver.

- 37.8 The Board may determine whether any of the provisions of this article 37 shall not apply and the extent of their application.

38. COMPULSORY TRANSFER – BANKRUPTCY AND LACK OF CAPACITY

- 38.1 The provisions of this article 38 shall apply to any Shareholder in respect of whom either of the following events occurs:

- (a) a Bankruptcy petition being presented for the Shareholder's Bankruptcy, or an arrangement or composition being proposed with any of his or her creditors, or where he or she otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or
- (b) the Shareholder lacking capacity (under section 2 of the Mental Health Act 2005) to make decisions in relation to the Company or his or her Shareholding.

- 38.2 Within the period commencing on the date on which the relevant event described in article 38.1 occurs and expiring at midnight on the first anniversary of such date, the Company may serve a notice on the relevant Shareholder notifying him or her that he or she is, with immediate effect, deemed to have served a Transfer Notice in respect of their Shares.

- 38.3 The provisions of article 35 shall apply to any such Transfer Notice, provided that for these purposes:

- (a) the Sale Shares shall comprise all the relevant Shareholder's Shares;
- (b) the Company shall have a right of first refusal, subject to applicable law, to purchase all or some of the Leaver's Shares before they are offered to the Eligible Shareholders;
- (c) the Sale Price shall be the Fair Value of the Shares;
- (d) the relevant Shareholder shall be obliged to transfer his or her Shares within 10 Business Days of the date of the service of the Transfer Notice or (if appropriate) determination of the Sale Price, whichever falls later; and
- (e) where a valuation of the relevant Shareholder's Shares is required, the Independent Accountant shall, in determining the Fair Value, take into account the effect on the Company of the departure of the relevant Shareholder.

- 38.4 If any Shareholder fails to comply with the provisions of this article 38, the Company shall be constituted the agent of such defaulting Shareholder for taking such actions as are necessary to achieve any transfer or repurchase of Shares required under this article 38. In the event such appointment is utilised, any Director may execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase monies due to the defaulting Shareholder on trust for the relevant Shareholder. The receipt of the Company of any such purchase monies shall be a good discharge by any purchasing Shareholder.

38.5 The Board may determine whether any of the provisions of this article 38 shall not apply and the extent of their application.

39. DRAG ALONG

39.1 If the holders of at least 50% of the Shares in issue for the time being (the “**Selling Shareholders**”) wish to transfer all (but not some only) of their interest in Shares (the “**Sellers’ Shares**”) to a bona fide third party purchaser (together with any person or persons connected to or Acting In Concert with the proposed purchaser, the “**Drag Purchaser**”) pursuant to a bona fide arm’s length offer, then, the Selling Shareholders shall have the option (the “**Drag-Along Option**”) to require all the other Shareholders (the “**Called Shareholders**”) to sell and transfer all their Shares (the “**Called Shares**”) to the Drag Purchaser in accordance with the provisions of this article 39.

39.2 The Selling Shareholders may exercise the Drag-Along Option by giving a written notice to that effect (a “**Drag-Along Notice**”) to the Company and the Called Shareholders. A Drag-Along Notice shall specify:

- (a) that the Called Shareholders are required to transfer all their Called Shares under this article 39;
- (b) the person to whom the Called Shares are to be transferred;
- (c) the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per Share offered by the Drag Purchaser for the Sellers' Shares; and
- (d) the proposed date of transfer.

No Drag-Along Notice may require a Called Shareholder to agree to any terms except those specifically provided for in this article 39.

39.3 Once issued, a Drag-Along Notice shall be irrevocable but will lapse if for any reason the sale of the Sellers’ Shares by the Selling Shareholders to the Drag Purchaser has not completed within 20 Business Days of 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.

39.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be on terms no less favourable than those obtained by the Selling Shareholders from the Drag Purchaser.

39.5 Within five Business Days of the service of a Drag-Along Notice to the Called Shareholders or such later date as may be specified in the Drag Along Notice (unless all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the date shall be such other date as may be agreed in writing by all of the Called Shareholders and the Selling Shareholders) (the “**Drag Completion Date**”), each Called Shareholder shall deliver duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser, together with the relevant Share certificate(s) (or a duly executed indemnity for lost certificate(s) in a form acceptable to the Board) to the Company (though no transfer from a Called Shareholder to the Drag Purchaser shall be registered by the Company prior to the registration of the transfer of the Sellers’ Shares to the Drag Purchaser).

- 39.6 On the Drag Completion Date, the Company shall pay or transfer to each Called Shareholder, on behalf of the Drag Purchaser, the consideration that is due (the “**Drag Consideration**”) to the extent the Drag Purchaser has paid, allotted or transferred such consideration to the Company. The Company’s receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 39.7 If any Called Shareholder fails to deliver the documents specified in article 39.5 by the Drag Completion Date, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Drag Purchaser (or as it may direct) as the holder thereof. After the Drag Purchaser (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a Share certificate shall not impede the registration of Shares under this article 39.7, save that the defaulting Called Shareholder shall surrender his or her Share certificate for his or her Shares (or a suitable executed indemnity) to the Company. On surrender, he or she shall be entitled to the amount of consideration due to him or her.
- 39.8 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag-Along Notice has been duly served shall not be subject to the pre-emption provisions in article 35.
- 39.9 Upon any person, following the issue of a Drag-Along Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of a pre-existing option or warrant or other right to acquire or subscribe for, Shares in the Company or pursuant to the conversion of any convertible security of the Company (a “**New Shareholder**”), a Drag-Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag-Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser (or as the Drag Purchaser may direct) and the provisions of this article 39 shall apply (with the necessary changes) to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag-Along Notice being deemed served on the New Shareholder.

40. TAG ALONG

- 40.1 The provisions of this article 40 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any Shares (“**Proposed Transfer**”) which would, if carried out, result in any person (“**Proposed Buyer**”), and any person Acting In Concert with him or her, acquiring a Controlling Interest in the Company. The provisions of this article 40 shall not apply to transfers pursuant to articles 33.1 (*Share Transfers*), 34 (*Permitted Transfers*), 37 and 38 (*Compulsory Transfers*) or 41 (*Put Option*).
- 40.2 Before making a Proposed Transfer, a Seller shall procure the making by the Proposed Buyer of an offer (the “**Offer**”) to:
- (a) the other Shareholders to acquire all of their Shares; and
 - (b) the holders of any existing options to acquire Shares (granted by the Company or under any employee share scheme) that are already capable of exercise or that are expected to become capable of exercise before the Proposed Transfer, to purchase

any Shares acquired on the exercise of options at any time before the Proposed Transfer;

for a consideration in cash per share that is at least equal to the highest price per Share offered or paid by the Proposed Buyer, or any person Acting In Concert with the Proposed Buyer, in the Proposed Transfer or in any related previous transaction in the 3 months preceding the date of the Proposed Transfer ("**Specified Price**").

40.3 Each Offer shall be made by written notice (the "**Offer Notice**") at least five Business Days before the proposed sale date (the "**Tag-Along Period**"). To the extent not described in any accompanying documents, the Offer Notice must set out:

- (a) the identity of the Proposed Buyer;
- (b) the Specified Price and any other terms and conditions of payment;
- (c) the proposed sale date; and
- (d) the number of Shares proposed to be purchased by the Proposed Purchaser.

40.4 If the Proposed Buyer fails to make the Offer to all of the holders of Shares in accordance with this article, the Sellers shall not be entitled to complete the Proposed Sale and the Company will not register any transfer intended to carry that sale into effect.

40.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") in writing within the Tag-Along Period, the completion of the Proposed Sale will be conditional upon the completion of the purchase of all the Shares held by that Accepting Shareholder.

40.6 If the Offer is not accepted by any Shareholders in writing within the Tag-Along Period or only accepted by some, the Proposed Buyer shall be entitled to complete the Proposed Sale with the relevant Seller(s) and Accepting Shareholders (if any).

40.7 Neither the Proposed Transfer nor the purchase of Shares from Accepting Shareholders is subject to the pre-emption provisions of article 35.

41. PUT OPTION

41.1 In the event that it is determined by the Future Fund (in its absolute discretion) that it would be prejudicial to the reputation of the Future Fund and/or the UK Government to continue holding any shares in the capital of the Company, the Future Fund shall have the option to require the Company to purchase all of the shares in the capital of the Company held by the Future Fund for an aggregate of £1.00 at any time (the "**Put Option**"), provided that:

- (a) The Put Option shall be exercisable by irrevocable notice in writing from the Future Fund to the Company (the "**Put Option Notice**");
- (b) The terms of the completion of the Put Option have been authorised by a resolution of the Company;
- (c) Completion of the Put Option shall take place as soon as reasonably practicable and in any event no later than 20 Business Days following the Company's receipt of the Put Option Notice; and

- (d) Each of the shareholders of the Company and the Company shall execute, and the Company shall procure so far as it lies as it lies within its power to do so the execution of, all such documents and deeds and do all such acts and things as may be reasonably required from time to time to implement the Put Option and transfer the legal and beneficial ownership of the relevant shares being sold to the Company under this Article 41, including waiving any pre-emption rights relating to such transfer.

42. TRANSMISSION OF SHARES

- 42.1 If title to any Shares passes to a Transmittor (a “**Representative**”), the Representative shall, as soon as reasonably practicable (and in any event within 30 days of becoming entitled to the Shares), notify the Directors of their entitlement to the Shares and produce to the Directors such evidence of entitlement as they may reasonably require.
- 42.2 Upon such notification being given, the Representative shall be obliged to serve a notice offering such Shares for sale to the Company or, at the Company’s absolute discretion, to the other Shareholders of the Company (and such notice shall be deemed automatically to have been given if such a notice has not been served within 30 days of the Representative becoming entitled to the Shares).
- 42.3 The Shares shall be offered at their Fair Value (as determined by an Independent Accountant) and shall, to the extent that the Shares are offered to the other Shareholders, be offered pro rata to the Shareholders’ percentage shareholding and then, to the extent that any Shares remain, by way of offer generally. The other Shareholders shall have a period of six months from receipt of the notice to make payment in full to the Representative. To the extent that any Shares remain after this period, the Company may, at its discretion, purchase such Shares or require that they be transferred to a third party, as notified to the Representative by the Company, in either case for their fair value (unless otherwise agreed between the Company and the Representative).
- 42.4 The Shareholders shall give their written consent to and shall procure that the Directors shall approve for registration any transfer of the Shares made in accordance with article 42.3.
- 42.5 If any Transmittor fails to comply with the provisions of this article 42, the Company shall be constituted the agent of any such defaulting Transmittor for taking such actions as are necessary to achieve any transfer or repurchase of Shares required under this article 42. In the event such appointment is utilised, any Director may execute and deliver on behalf of such defaulting Transmittor the necessary documents and the Company may receive any purchase monies due to the defaulting Transmittor on trust. The receipt of the Company of any such purchase monies shall be a good discharge by any purchasing Shareholder or third party.
- 42.6 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmittor has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

DIVIDENDS AND OTHER DISTRIBUTIONS

43. PROCEDURE FOR DECLARING DIVIDENDS

- 43.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.

- 43.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 43.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 43.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it. All dividends shall be apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid; but if any Share is issued on terms providing that it shall rank for dividend as from a particular date, that Share shall rank for dividend accordingly.
- 43.5 If the Company's Share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 43.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 43.7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

44. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 44.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the Directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Directors may otherwise decide; or
 - (d) any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide.
- 44.2 In the Articles, the "**distribution recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:
- (a) the holder of the Share; or
 - (b) if the Share has two or more joint holders, whichever of them is named first in the register of members; or

- (c) if the holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree (but subject to article 42).

45. NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the terms on which the Share was issued; or
- (b) the provisions of another agreement between the holder of that Share and the Company.

46. UNCLAIMED DISTRIBUTIONS

46.1 All dividends or other sums which are:

- (a) payable in respect of Shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

46.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

46.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

47. NON-CASH DISTRIBUTIONS

47.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any Company).

47.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

48. WAIVER OF DISTRIBUTIONS

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

- (a) the Share has more than one holder; or
- (b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

49. DISTRIBUTION IN SPECIE ON WINDING UP

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as the liquidator with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

CAPITALISATION OF PROFITS

50. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

50.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of any of the Company's reserves or funds, including but not limited to the share premium account, capital redemption reserve, merger reserve or revaluation reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.

50.2 Capitalised sums must be applied:

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

50.3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

50.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

50.5 Subject to the Articles, the Directors may:

- (a) apply Capitalised Sums in accordance with article 50.3 and 50.4 partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

51. NOTICE OF GENERAL MEETINGS

Notice of every general meeting shall be given to all members other than any who, under the provisions of the Articles or the terms of issue of Shares they hold, are not entitled to receive such notices from the Company.

52. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 52.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 52.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 52.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 52.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 52.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

53. QUORUM FOR GENERAL MEETINGS

- 53.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy.
- 53.2 No business other than the appointment of the Chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

54. CHAIRING GENERAL MEETINGS

- 54.1 If the Directors have appointed a Chairperson, the Chairperson shall chair general meetings if present and willing to do so.
- 54.2 If the Directors have not appointed a Chairperson, or if the Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the Directors present; or
 - (b) (if no Directors are present) the meeting,
- must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairperson of the meeting must be the first business of the meeting.
- 54.3 The person chairing a meeting in accordance with this article is referred to as **“the Chairperson of the meeting”**.

55. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 55.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 55.2 The Chairperson of the meeting may permit other persons who are not:
- (a) Shareholders of the Company; or
 - (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,
- to attend and speak at a general meeting.

56. ADJOURNMENT

- 56.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairperson of the meeting must adjourn it.
- 56.2 The Chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the Chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 56.3 The Chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 56.4 When adjourning a general meeting, the Chairperson of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 56.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 56.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

57. VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

58. ERRORS AND DISPUTES

- 58.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 58.2 Any such objection must be referred to the Chairperson of the meeting, whose decision is final.

59. POLL VOTES

- 59.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 59.2 A poll may be demanded by:
- (a) the Chairperson of the meeting;
 - (b) the Directors;

- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.

A demand for a poll by a proxy counts, for the purposes of article 59.2(c) above, as a demand by a member and, for the purposes of article 59.2 (d) above, as a demand by a member representing the voting rights that the proxy is authorised to exercise.

59.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the Chairperson of the meeting consents to the withdrawal.

59.4 Polls must be taken immediately and in such manner as the Chairperson of the meeting directs.

60. CONTENT OF PROXY NOTICES

60.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

- (a) states the name and address of the Shareholder appointing the proxy;
- (b) identifies the person appointed to be that Shareholder’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

60.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

60.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

60.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

61. DELIVERY OF PROXY NOTICES

61.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

- 61.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 61.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 61.4 The Directors may require the production of any evidence which they consider necessary to determine the validity of any proxy notice.

62. AMENDMENTS TO RESOLUTIONS

- 62.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairperson of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.
- 62.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) the Chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 62.3 If the Chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.

63. CLASS MEETINGS

The provisions of the Articles relating to general meetings shall apply, with any necessary modifications, to any separate general meeting of the holders of Shares of a class. For this purpose, a general meeting at which no holder of a Share other than an ordinary Share may, in their capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary Shares.

PART 5

ADMINISTRATIVE ARRANGEMENTS

64. MEANS OF COMMUNICATION TO BE USED

- 64.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or

information which are authorised or required by any provision of the Companies Act 2006 to be sent or supplied by or to the Company.

- 64.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 64.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

65. WHEN NOTICE OR OTHER COMMUNICATION DEEMED TO HAVE BEEN RECEIVED

Any notice, document or information sent or supplied by the Company to the Shareholders or any of them:

- (a) by post, shall be deemed to have been received 48 hours after it was posted and proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent;
- (b) by being left at a Shareholder's registered address, or such other postal address as notified by the Shareholder to the Company for the purpose of receiving Company communications, shall be deemed to have been received on the day it was left;
- (c) by electronic means, shall be deemed to have been received at the time of transmission and proof that a notice, document or information in electronic form was addressed to the electronic address provided by the Shareholder for the purpose of receiving communications from the Company shall be conclusive evidence that the notice, document or information was sent; and
- (d) by making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this article or, if later, the date on which it is first made available on the website.

66. COMPANY SEALS

- 66.1 Any common seal may only be used by the authority of the Directors.
- 66.2 The Directors may decide by what means and in what form any common seal is to be used.
- 66.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 66.4 For the purposes of this article, an authorised person is:
- (a) any Director of the Company;
 - (b) the Company secretary (if any); or

- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

67. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

68. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

69. INDEMNITY

69.1 Subject to article 69.4, a relevant Director of the Company or an associated Company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); or
- (c) any other liability incurred by that Director as an officer of the Company or an associated Company.

69.2 The Company may fund a relevant Director's expenditure for the purposes permitted under the Companies Acts and may do anything to enable a relevant Director to avoid incurring such expenditure as provided in the Companies Acts.

69.3 No relevant Director shall be accountable to the Company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

69.4 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

70. INSURANCE

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

71. DEFINITIONS

In Articles 69 and 70:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) a “**relevant Director**” means any Director or former Director of the Company or an associated Company; and
- (c) a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any associated Company or any pension fund or employees’ Share scheme of the Company or associated Company.

72. TRADE-UP RIGHT

In the event that on or before the date six months from the date of adoption of these Articles, the Company proposes to complete an equity financing round (excluding any subscription for shares made on the exercise of any option granted to an employee, officer or consultant of the Company by way of incentive) in which shares are issued to investor(s) that rank senior to the shares issued to the CLA Lenders, the Company shall provide at least 10 Business Days’ written notice of such event to the CLA Lenders (such notice to include all information concerning the equity financing round that they might reasonably expect to receive to enable them to make an informed assessment as to whether to exercise its following rights in relation thereto) and each CLA Lender shall then have the option to convert the shares that were issued to it pursuant to the CLA only into an equal number of shares of the most senior class of shares that were issued on the equity financing round referred to in with identical rights and preferences and with the same obligations as the securities issued to the investor(s) under that equity financing round, provided that if a CLA Lender fails to respond within the time period given in such notice, it shall be deemed to have elected to so convert such shares. The Company shall not proceed with such an equity financing round unless the Company is capable and authorised to give effect to any such conversion.

73. FUTURE FUND RIGHTS

Notwithstanding the provisions of these Articles, the specific rights of the Future Fund cannot be varied or removed without the prior written consent of the Future Fund.