

Company Number: 10268856

DATED 28th August 2018

ARTICLES OF ASSOCIATION

of

LIQUIDITYCHAIN LIMITED

Adopted on: 28th August 2018

WEDNESDAY



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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF LIQUIDITYCHAIN LIMITED
(COMPANY NUMBER: 10268856)

(ADOPTED BY SPECIAL RESOLUTION PASSED ON _____ 2018)

PART A

INTERPRETATION, LIMITATION OF LIABILITY AND OTHER MISCELLANEOUS PROVISIONS

1. PRELIMINARY

Notwithstanding any other provision of these Articles, no regulations for management of the Company set out in any statute concerning companies or contained in any regulations, order, instrument or other subordinate legislation made pursuant to a statute (including, but not limited to, the regulations contained in the model articles for private companies limited by Shares as set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended from time to time)) shall apply to the Company.

The following shall be the Articles of the Company.

2. DEFINED TERMS

In these Articles, unless a contrary intention is expressly stated, the following words and expressions shall have the following meanings:

"**A Shares**" means the A ordinary shares of £1 each in the capital of the Company having the rights set out in these Articles.

"**Accepted Shares**" has the meaning set out in Article 18 (*Pre-emption procedure*).

"**Acceptance Notice**" has the meaning set out in Article 18 (*Pre-emption procedure*).

"**Acts**" means the Companies Acts and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting the Company.

"**Affiliate**" means:

- (a) in respect of any person other than a natural person, a second person that:
 - (i) Controls the first person;
 - (ii) is under the Control of the first person; or
 - (iii) is under the Control of a third entity that Controls the first person; and
- (b) in respect of any natural person:
 - (i) any Relative of that natural person;
 - (ii) a person other than a natural person Controlled by that natural person or one or more Relatives of that natural person;
 - (iii) the executor of that natural person's estate; and
 - (iv) any trust for the benefit of that natural person or one or more Relatives of that natural person.

"Alternate" or **"Alternate Director"** has the meaning set out in Article 46 (*Appointment and removal of alternates*).

"Appointing Shareholder" means, in respect of a Director, the Shareholder that nominated that Director to the Board.

"Appointor" has the meaning set out in Article 46 (*Appointment and removal of alternates*).

"Approved Offer" means an irrevocable offer in writing that is for all the Shares in the capital of the Company on equal economic terms (including without limitation as to the quantum and timing of payment of any consideration payable hereunder (which for the avoidance of doubt shall include any and all payment paid or payable to any Shareholder which, in all circumstances, might reasonably be considered or treated as consideration for Shares)) as if the Shares were one class and which has been approved by the Board.

"Articles" means the Company's articles of association as altered or varied from time to time (and **"Article"** means a provision of the Articles).

"Associated Companies" has the meaning set out in Article 36.5 (*Inherent Conflicts*) and the term **Associated Company** has a corresponding meaning.

"Auditors" means the auditors for the Company from time to time.

"B Shares" means the B ordinary shares of £1 each in the capital of the Company

having the rights set out in these Articles.

"Board" means the board of directors of the Company as constituted from time to time.

"Business" means the business currently carried on by the Company from time to time.

"Business Days" means a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

"CA2006" means the Companies Act 2006.

"Call Option" has the meaning set out in Article 16 (*Compulsory Transfer of Shares*).

"Call Period" has the meaning set out in Article 16 (*Compulsory Transfer of Shares*).

"Capitalised Sum" has the meaning set out in Article 57 (*Authority to capitalise and appropriate of capitalised sum*).

"Chairman" means the chairman of the Board appointed pursuant to Article 62 (*Chairing of directors' meetings*).

"Chairman of the meeting" has the meaning set out in Article 62 (*Chairing general meetings*).

"Companies Acts" has the meaning set out in Section 2, CA2006.

"Company" means Liquiditychain Limited a company incorporated in England and Wales with company number 10268856 and whose registered address is at The Malthouse Shoelands, Seale Lane, Puttenham, Surrey, United Kingdom, GU10 1HL.

"Company's lien" has the meaning set out in Article 49.1 (*Company's lien*).

"Competitor" means an inter-dealer broker.

"Compulsory Transfer Event" has the meaning set out in Article 16 (*Compulsory Transfer of Shares*).

"Compulsory Transfer Event Notice" has the meaning set out in Article 16 (*Compulsory Transfer of Shares*).

"Control" means

- (a) owning or controlling (directly or indirectly) more than 50% of the voting share capital of the relevant undertaking; or
- (b) being able to direct the casting of more than 50% of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters; or
- (c) having the right to appoint or remove Directors of the relevant undertaking holding a majority of the voting rights at meetings of the board on all, or substantially all, matters; or
- (d) having the power to determine the conduct of business affairs of an undertaking (whether through ownership of equity interest or partnership or other ownership interests, by contract or otherwise),

and **Controlled and Controlling Interest** has a corresponding meaning.

"Controlling Interest" means an interest in Shares (as defined in Schedule 1 of the CA2006) conferring in aggregate more than 51% of the total voting rights conferred by all the Shares in the equity share capital of the Company for the time being in issue.

"Deemed Transfer" has the meaning set out in Article 16 (*Compulsory Transfer of Shares*).

"Defaulting Shareholder" has the meaning set out in Article 16 (*Compulsory Transfer of Shares*).

"Defaulting Shareholder Shares" has the meaning set out in Article 16 (*Compulsory Transfer of Shares*).

"Director" means a director or a Majority A Director of the Company, and includes any person occupying the position of director or Majority A Director, by whatever name called.

"Dispose" means, in relation to any Share:

- (a) to sell, transfer, assign, swap, surrender, gift, declare a trust over, or otherwise dispose of, deal with or Encumber, any legal or equitable interest in the Share;
- (b) to do any thing which has the effect of placing a person in substantially the same position as that person would have been in, had any of the things mentioned in paragraph (a) above been done; or
- (c) to authorise, agree to or attempt to do any of the things mentioned in paragraph (a) or (b) above,

and the term **Disposal** has a corresponding meaning.

"Distribution Recipient" has the meaning set out in Article 53 (*Payment of dividends and other distributions*).

"Dividend Date" has the meaning set out in Article 12.1 (*Rights attaching to shares*).

"Document" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form.

"Drag Buyer" has the meaning set out in Article 20 (*Drag Along*).

"Drag Notice" has the meaning set out in Article 20 (*Drag Along*).

"Drag Sale Price" has the meaning set out in Article 20 (*Drag Along*).

"Drag Sale Terms" has the meaning set out in Article 20 (*Drag Along*).

"Drag Shares" has the meaning set out in Article 20 (*Drag Along*).

"Encumbrance" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, trust arrangement for the purpose of providing security, title retention or any other security interest or agreement or arrangement and any agreement to create any of the above, and the term **Encumber** has a corresponding meaning.

"Equity Proportion (A Shares)" means, in relation to a Shareholder, means the total number of A Shares held by that Shareholder divided by the total number of A Shares in issue, expressed as a percentage.

"Equity Proportion (B Shares)" means, in relation to a Shareholder, means the total number of B Shares held by that Shareholder divided by the total number of B Shares in issue, expressed as a percentage.

"Eligible Director" means a Majority A Director or a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

"Employee" means a person who at the date of the adoption of these Articles or subsequently is employed by or is a consultant to the Company and/or holds the office of executive or non-executive Director in the Company.

"Formulate Digital" means Creative Technologist Limited, a company incorporated in England and Wales with company number 07807384 and whose registered office is at The Malthouse Shoelands, Seale Lane, Puttenham, Surrey, United Kingdom,

GU10 1HL.

"Fully Paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company.

"Group" means, in relation to an entity, that entity and its Affiliates.

"Holder" in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares.

"Inherent Conflict" has the meaning set out in Article 36 (*Inherent Conflicts*).

"Insolvency Event" means, in respect of any person:

- (a) the person is unable to, or states that it is unable to, pay its debts as they fall due or stops or threatens to stop paying its debts as they fall due;
- (b) any indebtedness of the person is subject to a moratorium;
- (c) a liquidator, provisional liquidator or administrator has been appointed to any property of the person or an event occurs which gives any other person a right to seek such an appointment;
- (d) an order has been made, a resolution has been passed or proposed in a notice of meeting or in an announcement to any recognised securities exchange, or an application to court has been made for the winding-up or dissolution of the person or for the entry into of any arrangement, compromise or composition with, or assignment for the benefit of, creditors of the person or any class of them;
- (e) a trustee has been appointed to take control of the property of the person in connection with a proposal to enter into a personal insolvency agreement;
- (f) an order has been made or an application to court has been made for bankruptcy of the person or an event occurs which gives any other person a right to seek such an order or make such an application;
- (g) a security interest becomes enforceable or is enforced over, or a writ of execution, garnishee order, mareva injunction or similar order has been issued over or is affecting, all or a substantial part of the assets of the person; or
- (h) the person has otherwise become, or is otherwise taken to be, insolvent in any jurisdiction or an event occurs in any jurisdiction in relation to the person which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (g) above;

"Institute" has the meaning set out in Article 17.3 (*Fair Value*).

"Instrument" means a document in hard copy form.

"Interest" means, in relation to any person, any direct or indirect financial or commercial interest of that person or its Affiliates arising from any existing or proposed arrangement, contract, litigation or other proceeding between the Company and that person or any of its Affiliates, where such arrangement, contract, litigation or other proceeding can be reasonably considered to be material in the context of the business of the Group taken as a whole.

"Lien Enforcement Notice" has the meaning set out in Article 50 (*Enforcement of the Company's lien*).

"Listing" means the becoming effective of a listing of a majority of the Company's equity share capital on a Stock Exchange or the granting of permission for such equity share capital to be traded on a Stock Exchange and the listing shall be treated as occurring on the day on which trading in the Company's equity shares begins;

"Majority A Director" means a Director appointed by the Majority A Shareholder in accordance with a procedure agreed by the Shareholders.

"Majority B Director" means the Director appointed by the Majority B Shareholder in accordance with a procedure agreed by the Shareholders.

"Majority A Shareholder" means the Shareholder that together with its Affiliates holds more than 50% of the A Shares.

"Majority B Shareholder" means the Shareholder that together with its Affiliates holds more than 50% of the B Shares.

"Majority Shareholder" means any Shareholder that together with its Affiliates holds more than 50% of the Shares.

"Minority Holder" means any Shareholder other than the Majority Holder and its Affiliates.

"Offer A Shares" has the meaning set out in Article 14 (*Rights Offers*).

"Offer B Shares" has the meaning set out in Article 14 (*Rights Offers*).

"Offer Closing Date" has the meaning set out in Article 15 (*Rights Offers*).

"Offer Notice" has the meaning set out in Article 14 (*Rights Offers*).

"Offer Period" has the meaning set out in Article 14 (*Rights Offers*).

"Offer Price" has the meaning set out in Article 14 (*Rights Offers*).

"Offer Terms" has the meaning set out in Article 14 (*Rights Offers*).

"Ordinary Shares" means the A Shares and B Shares.

"Paid" means paid or credited as paid.

"Participate", in relation to a Directors' meeting, has the meaning set out in Article 30 (*Participation in directors' meetings*).

"Persons Entitled" has the meaning set out in Article 57.1 (*Authority to capitalise and appropriation of capitalised sum*).

"Pre-Emption Entitlement" has the meaning set out in Article 18 (*Pre-emption procedure*).

"President" has the meaning set out in Article 17.3 (*Fair Value*).

"Prohibited Transferee" means any person who, in the reasonable opinion of the Board, is or is likely to be a competitor of Liquiditychain Limited.

"Proxy Notice" has the meaning set out in Article 67 (*Content of proxy notices*).

"Relative" means, in relation to an individual:

(a) the spouse, parent, son, daughter, brother or sister of that individual; or

(b) any person married to any of the persons specified in paragraph (a).

"Relevant Agreement" means any signed agreement in writing made between the shareholders or some of the shareholders of the Company relating to the business direction management or shares of the Company.

"Relevant Director" means any Director or former Director of the Company or any associated company (within the meaning of Section 256, CA2006).

"Relevant Dividend" has the meaning set out in Article 12.1 (*Income*).

"Relevant Loss" means any costs, charges, losses, expenses and liabilities which have been or may be incurred by a relevant Director in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company, any associated company (within the meaning of Section 256 CA2006), any pension fund (including any occupational pension scheme) or any employees' share scheme of the Company or associated company.

"Relevant Proportion" has the meaning set out in Article 19 (*Tag Along*).

"Relevant Securities" means all Shares, rights to subscribe for Shares or to receive them for no consideration and all securities convertible into Shares, but excluding:

- (a) Preference Shares issued under a procedure agreed by the Shareholders;
- (b) Shares issued in order for the Company to comply with its obligations under the Articles;
- (c) Shares or securities convertible into Shares issued in consideration of an acquisition by the Company of any company or business, such acquisition having received Shareholder Approval.

"Sale Notice" has the meaning set out in Article 18 (*Pre-emption procedure*).

"Sale Price" has the meaning set out in Article 18 (*Pre-emption procedure*).

"Sale Shares" has the meaning set out in Article 18 (*Pre-emption procedure*).

"Sale Terms" has the meaning set out in Article 18 (*Pre-emption procedure*).

"Shares" means the issued shares in the capital of the Company and **"Share"** shall mean any of them.

"Shareholder" means any person who is the holder of a Share.

"Shareholder Approval" means the approval of Shareholders of A Shares by ordinary or special resolution in accordance with the Articles or the Act.

"Share Value" means the open Market Value of each Share agreed and determined in accordance with the procedure set out in Article 17 and in all cases as otherwise agreed by the Shareholders.

"Stock Exchange" means The London Stock Exchange plc (including the Alternative Investment Market operated by The London Stock Exchange plc), the ICAP Securities and Derivatives Exchange or any other recognised investment exchange (as defined by Section 285, Financial Services and Markets Act 2000) and their respective share dealing markets.

"Subscription Price" means in relation to the Shareholder concerned, the amount subscribed by the Shareholder in respect thereof (including any premium).

"Subscribing Shareholder" has the meaning set out in Article 14 (*Rights Offers*).

"Subscription Shares" has the meaning set out in Article 14 (*Rights Offers*).

"Tag Buyer" has the meaning set out in Article 19 (*Tag Along*).

"Tag Notice" has the meaning set out in Article 19 (*Tag Along*).

"Tag Option" has the meaning set out in Article 19 (*Tag Along*).

"Tag Period" has the meaning set out in Article 20 (*Tag Along*).

"Tag Sale Price" has the meaning set out in Article 19 (*Tag Along*).

"Tag Sale Terms" has the meaning set out in Article 20 (*Tag Along*).

"Termination Date" means:

- (a) where employment ceases by virtue of notice given by the Company to the Employee, the date on which such notice expires;
- (b) where a contract of employment is terminated by the Company and a payment is made in lieu of notice, the date on which notice of termination was served;
- (c) where a Director is not an Employee, the date on which his service agreement (or other terms of appointment) with the Company is terminated; or
- (d) in any other case, the date on which the employment or holding of office is terminated.

"Third Party Purchaser" has the meaning set out in Article 20 (*Drag along*).

"Third Party Sale" has the meaning set out in Article 19 (*Tag Along*).

"Transfer Notice" has the meaning set out in Article 18.1 (*Pre-emption procedure*).

"Transfer Price" has the meaning set out in Article 18.1 (*Pre-emption procedure*).

"Transfer Shares" has the meaning set out in Article 18.1 (*Pre-emption procedure*).

"Transmittee" means a person entitled to a share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.

"Writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods and
"Written" shall be construed accordingly.

3. INTERPRETATION

3.1 In these Articles:

- (a) Words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
 - (i) "transfer of Shares" or any similar expression shall be deemed to include, in respect of a share in the capital of the Company:
 - (A) any sale or other disposition of the legal or equitable interest in a Share (including any voting right attached to a share);
 - (B) the creation of any Encumbrance over any legal or equitable interest in a Share;
 - (C) any direction by a person entitled to an allotment or issue of Shares that a Share be allotted or issued to some other person; and
 - (D) any grant of an option to acquire, or agreement to enter into a grant of an option to acquire, any legal or equitable interest in a Share;
 - (ii) "person" includes any individual, firm, corporation, body corporate, association, partnership, trust, unincorporated association, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality);
- (c) the table of contents and headings are for convenience only and do not affect the interpretation of these Articles;
- (d) general words shall not be given a restrictive meaning:
 - (i) if they are introduced by the word "other" or "including" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
 - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words; and
- (e) for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), CA2006, Shares registered in the name of a person (or its nominee) by way of security or in connection with the taking of security shall be treated as held by the person providing the security and Shares held by a person as nominee for another shall be treated as held by the other.

3.2 Unless the context otherwise requires (or unless otherwise defined or stated in these Articles) words or expressions contained in these Articles shall have the same meaning as in the CA2006 as in force from time to time.

- 3.3 In the event that there is any conflict or ambiguity between any provision of these Articles and the provision of any Relevant Agreement then the provisions of the Relevant Agreement shall be preferred as between the shareholders who are parties to the Relevant Agreement.

4. UNRESTRICTED OBJECTS

Nothing in the Articles constitutes a restriction on the objects of the Company to do (or omit to do) any act and in accordance with section 31(1) of the CA2006, the Company's objects are unrestricted.

5. LIABILITY OF MEMBERS

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

SHARE CAPITAL, RIGHTS, RIGHTS OFFERS AND TRANSFERS

6. SHARE CAPITAL

- 6.1 The share capital of the company is divided into A Shares and B Shares.
- 6.2 The A Shares and the B Shares are separate classes of Shares and shall have the rights and restrictions set out in these Articles.

7. ALL SHARES TO BE FULLY PAID UP

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.

8. POWERS TO ALLOT SHARES

- 8.1 Subject to the Articles, but without prejudice to Article 8.2 or to the rights attached to any existing Share, the Company may authorise the Directors to issue further classes of Shares with such rights or restrictions as may be determined by ordinary resolution.
- 8.2 The Directors are generally and unconditionally authorised, in accordance with section 551 of the CA2006, to exercise all the powers of the Company to allot Shares in the Company or to grant rights to subscribe for or convert any security into Shares in the Company, up to a maximum nominal amount of £200,000.
- 8.3 The authority contained in paragraph 8.2 will expire on the day five years after the date of the adoption of these Articles but the Company may, before the authority expires, make an offer or agreement which would or might require Shares to be allotted or rights to be granted after it expires.

8.4 Sections 561 and 562 of the CA2006 are excluded.

8.5 In the event that rights and restrictions attaching to Shares are determined by ordinary resolution or by the Directors pursuant to this Article, those rights and restrictions will apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the CA2006 in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the Articles.

9. 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.

10. SHARE CERTIFICATES

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

10.2 Every certificate must specify:

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

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

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

10.5 Certificates must:

- (a) have affixed to them the Company's common or official seal and in the case of an official seal, unless otherwise determined by the Directors, the certificate does not need to be signed; or
- (b) be otherwise executed in accordance with the CA2006 and any agreement between the Shareholders.

11. REPLACEMENT SHARE CERTIFICATES

11.1 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.

11.2 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 may decide.

12. RIGHTS ATTACHING TO SHARES

12.1 Income

(a) Dividends

Any profits available for distribution which the Company may decide to distribute shall be applied in distributing such profits amongst the holders of A Shares and B Shares (*pari passu* as if the A Shares and B Shares constituted one class of shares) *pro rata* to their respective shareholdings.

(b) Declaration and payment of dividends

- (i) Any dividend payable by the Company, from time to time, on the Ordinary Shares shall be declared by the Board and the Board shall further stipulate the due date for payment of any such dividend. Once any such dividend has been declared and subject to the provisions of paragraph (iii) below, every sum so declared and which shall become payable by the Company on any due date so specified ("**Dividend Date**") in respect of the Ordinary Shares in accordance with the foregoing provisions of this Article 6 (*Rights attaching to Shares*) shall on that *Dividend Date* and without any resolution of the Directors or of the Company in general meeting, become a debt due from the Company and immediately payable.
- (ii) In the event, whether by reason of any principle of law or otherwise, the Company is unable to pay in full on a *Dividend Date* any dividend which would otherwise be required to be paid pursuant to the foregoing provisions of this Article on that *Dividend Date* (the "**Relevant Dividend**"), then:

- (A) on the *Dividend Date* the Company shall pay the maximum sum (if any) which can then consistently with any such

principle of law or other restrictive circumstance be properly paid by the Company towards paying off all arrears of any declared or accrued dividends (equally as if they constituted one class of dividend); and

- (B) on every succeeding Dividend Date the Company shall pay to such holders and in such order on account of the balance of the Relevant Dividend for the time being remaining outstanding (until the Relevant Dividend shall have been paid in full) the maximum sum (if any) on each such succeeding Dividend Date respectively which can, consistent with any principle of law or circumstance still prevailing, be properly paid by the Company in priority to payment of the dividend in respect of the Dividend Date for the Relevant Dividend.

12.2 Capital

On a return of assets on liquidation, winding up, capital repayment, capital reduction or otherwise (except upon the redemption of Shares of any class or the purchase by the Company of its own Shares), the assets of the Company remaining after the payment of its liabilities shall be applied amongst the holders of the A Shares and B Shares (pari passu as if the A Shares and B Shares constituted one class of shares) pro rata to their respective shareholdings.

12.3 Voting

- (a) Shareholders of A Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA2006 each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each A Share held by him.
- (b) The B Shares shall carry no right to receive notice of, attend or vote or speak at any general meeting of the Company or to vote for the purposes of any written resolution of the Company (other than in respect of a variation of class rights of the B Shares in accordance with Article 13).

13. VARIATION OF CLASS RIGHTS

The rights attached to the A Shares or the B Shares may (whether or not the Company is being wound up) be varied, modified, abrogated or cancelled only with the consent in writing of the holders of 100% of the issued Shares of that class.

14. RIGHTS OFFERS

- 14.1 If the Company proposes to issue any Shares pursuant to Article 8.1, it must first give written notice to each Shareholder (an "Offer Notice") as soon as

reasonably practicable after Shareholder Approval for that issue is given, inviting the Shareholder to subscribe for those Shares. An Offer Notice must:

- (a) specify the number of A Shares (the "**Offer A Shares**") and B Shares (the "**Offer B Shares**", and together with the Offer A Shares, the "**Offer Shares**") the Company proposes to offer for subscription, the issue price (if applicable) per A Share and the issue price (if applicable) per B Share (the "**Offer Price**") and any other terms and conditions of the issue (the "**Offer Terms**");
 - (b) state that, subject to the provisions of these Articles, each Shareholder is entitled to subscribe for its Equity Proportion (A Shares) of the Offer A Shares and Equity Proportion (B Shares) of the Offer B Shares at the Offer Price and on the Offer Terms ("**Rights Entitlement**");
 - (c) confirm the number of Offer A Shares and Offer B Shares in the Shareholder's Rights Entitlement;
 - (d) specify the period for which the offer is open, which must be at least ten Business Days (the "**Offer Period**");
 - (e) state that the Shareholder may apply for more Offer Shares than its Rights Entitlement and will be liable to subscribe for up to the number of Offer Shares applied for if other Shareholders do not take up their full Rights Entitlement;
 - (f) invite the Shareholder to apply for Offer Shares by giving written notice to the Company no later than 5.00 pm on the last day of the Offer Period, stating the number of Offer A Shares and Offer B Shares for which the Shareholder wishes to subscribe (which may be greater than, equal to or less than the Shareholder's Rights Entitlement); and
 - (g) not be revoked unless otherwise decided by the Board.
- 14.2 Each Shareholder that applies for Offer Shares in accordance with the provisions of these Articles and the terms of the Offer Notice (a "**Subscribing Shareholder**") will be issued the number of Offer Shares calculated under Article 14.3.
- 14.3 If the total number of Offer A Shares and/or Offer B Shares applied for by all Subscribing Shareholders:
- (a) is less than or equal to the total number of Offer A Shares and Offer B Shares, the Company must issue to each Subscribing Shareholder the number of Offer A Shares and/or Offer B Shares that it applied for.
 - (b) is more than the total number of Offer A Shares or Offer B Shares, the Company must issue all of the Offer A Shares and Offer B Shares to the Subscribing Shareholders, so far as practicable, in proportion to the number of A Shares and B Shares then held by them respectively, but so that no Subscribing Shareholder will be issued more Offer A Shares or Offer B Shares than it applied for.

- 14.4 A Shareholder that does not apply in writing for any Offer Shares within the Offer Period is not entitled to subscribe for any Offer Shares.
- 14.5 Within five Business Days after the end of the Offer Period, the Company must give notice to each Subscribing Shareholder, specifying:
- (a) the number of Offer A Shares and Offer B Shares to be issued to that Subscribing Shareholder (the "**Subscription Shares**") calculated under Article 14.3.
 - (b) the subscription price payable by that Subscribing Shareholder for its Subscription Shares; and
 - (c) the proposed date for completion of the issue of the Offer Shares, which must be at least ten Business Days and no more than 15 Business Days after expiry of the Offer Period (the "**Offer Closing Date**").
- 14.6 On the Offer Closing Date:
- (a) each Subscribing Shareholder must pay to the Company the subscription price for its Subscription Shares;
 - (b) the Company must issue to each Subscribing Shareholder its Subscription Shares; and
 - (c) the Company must enter the name of each Subscribing Shareholder in the register of members of the Company as holder of its Subscription Shares and execute and deliver to each Subscribing Shareholder a share certificate representing its Subscription Shares.
- 14.7 Where the Company makes a rights offer in accordance with this Article 14 and not all of the Offer Shares offered under that offer are to be issued to the Shareholders, the Company may at any time up to three months after the end of the relevant Offer Period issue the balance of the Offer Shares to such persons as the Board determines, so long as:
- (a) those Offer Shares are issued:
 - (i) at a price per Share that is not less than the Offer Price; and
 - (ii) on terms that are no less favourable to the Company than the Offer Terms; and
 - (b) the subscriber is not a Prohibited Transferee.

15. PERMITTED TRANSFER OF SHARES

- 15.1 Save as provided in Article 15.3 or pursuant to Article 19 (*Tag Along*) or Article 20 (*Drag Along*) none of the Shareholders shall transfer any Shares held by such Shareholder or an interest in any Share before the fifth anniversary of adoption of these Articles.

15.2 A Shareholder (other than the Majority A Shareholder) may only transfer its Shares on or after the fifth anniversary of the adoption of these Articles after having complied with the provisions of Article 18.

15.3 Certain transfers are permitted as follows:

- (a) a transfer to or with the consent of the Majority A Shareholder; or
- (b) if a Shareholder dies any Shares registered in the name of such deceased Shareholder may be transferred to his estate accordingly; or

a transfer of B Shares by Richard Gordon Smith ("RS") to an employee of the Company or an employee of Creative Technologist Limited (company no 07807384), provided that the transfer in question would not, at the time it is executed, result in the Shares transferred pursuant to this Article 15.3(c) exceeding 6% of the issued Shares (in aggregate).

16. COMPULSORY TRANSFER OF SHARES

16.1 A holder of B Shares for the purposes of this Article will be a **"Defaulting Shareholder"** if:

- (a) an Insolvency Event occurs in relation to that Shareholder; or
- that Shareholder is prohibited by law from being a Shareholder by a change in applicable law,
- (each such event being an **"Compulsory Transfer Event"**)

16.1A A holder of B Shares for the purposes of this Article will be a **"Defaulting Staff Shareholder"** if:

- (a) where the shareholder (other than RS) ('the CT Shareholder') has received B Shares by way of a transfer from RS when either an employee of or contractor to Creative Technologist Limited and shall have ceased to be so employed or contracted in whatever circumstances; or
- (b) where the shareholder (other than RS) ('the **"LC Shareholder"**') has received B Shares by way of transfer from RS when either an employee of or contractor to the Company and shall have ceased to be so employed or contracted in whatever circumstances

(each such event being a **"Compulsory Staff Transfer Event"** and each Shareholder who is a CT Shareholder or an LC Shareholder (or both) being a **"Staff Shareholder"**)

Compulsory Transfer Events

- 16.2 If a Compulsory Transfer Event occurs, the Majority A Shareholder must immediately give written notice to the Defaulting Shareholder and the Company (a "**Compulsory Transfer Event Notice**"), setting out brief details of that Compulsory Transfer Event and of any action it proposes to take in response to that event.
- 16.3 Following an Compulsory Transfer Event, the Majority A Shareholder has the option (a "**Call Option**") to purchase all (but not some only) of the Shares collectively held by the Defaulting Shareholder and its Affiliates (the "**Defaulting Shareholder Shares**") by serving a notice in writing on the Defaulting Shareholder and the Company (the "**Call Notice**"). To be valid, a Call Notice must be served within a period of 90 Business Days after the Compulsory Transfer Event or the date the Majority A Shareholder is notified in writing (or otherwise becomes actually aware) that the relevant Compulsory Transfer Event has occurred (the "**Call Period**").
- 16.4 On the date which is five Business Days after (a) the date of service of the Call Notice or (b) if later, the date on which Fair Value is determined in accordance with Article 17 (or such other date as the Majority A Shareholder and the Defaulting Shareholder may agree):
- (a) the Defaulting Shareholder shall deliver: (A) duly executed transfers in favour of the Majority A Shareholder or its nominee(s) of the Defaulting Shareholder Shares; and (B) the share certificate(s) representing Defaulting Shareholder Shares (or an express indemnity in a form satisfactory to the Majority A Shareholder in the case of any found to be missing);
 - (b) the Defaulting Shareholder must warrant that he or his Affiliate is transferring the Defaulting Shareholder Shares to the Majority A Shareholder free from all Encumbrances and together with all rights, benefits and advantages attached to them, except the right to any dividend declared but not paid prior to the date of the registration of such transfer; and
 - (c) the Company shall register the transfer referred to in this Article 16.4 (subject only to their being duly stamped or adjudicated not chargeable to stamp duty).
- 16.5 On completion of transfer of the Defaulting Shareholder Shares, the Majority A Shareholder shall pay to the Defaulting Shareholder an aggregate amount equal to the number of the Defaulting Shareholder Shares multiplied by the Fair Value of each of those Shares.
- 16.6 Unless the Majority A Shareholder approves in writing otherwise, from the date of the Compulsory Transfer Event Notice until the earlier of the completion of the transfer of the Defaulting Shareholder Shares to the Majority A Shareholder or the expiry of the Call Period, the Defaulting Shareholder Shares shall cease

to confer the right to be entitled to receive notice of or to attend or vote at any general meeting or on any written resolution of the Company or at any meeting or on any written resolution of the holders of any class of Shares in the capital of the Company and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or class of members or any consent under these Articles or otherwise.

Compulsory Staff Transfer Events

- 16.7 Following a Compulsory Staff Transfer Event, RS has the option (a "Staff Call Option") to purchase all (but not some only) of the Shares collectively held by the Defaulting Staff Shareholder (the "Defaulting Staff Shareholder Shares") by serving a notice in writing on the Defaulting Staff Shareholder and the Company (the "Staff Call Notice"). To be valid, a Staff Call Notice must be served within a period of 90 Business Days after the Compulsory Staff Transfer Event or the date RS is notified in writing (or otherwise becomes actually aware) that the relevant Compulsory Staff Transfer Event has occurred (the "Staff Call Period").
- 16.8 On the date which is five Business Days after (a) the date of service of the Staff Call Notice or (b) if later, the date on which Fair Value is determined in accordance with Article 17 (or such other date as RS and the Defaulting Staff Shareholder may agree):
- (a) the Defaulting Staff Shareholder shall deliver: (A) duly executed transfers in favour of RS or his nominee(s) of the Defaulting Staff Shareholder Shares; and (B) the share certificate(s) representing Defaulting Staff Shareholder Shares (or an express indemnity in a form satisfactory to RS in the case of any found to be missing);
 - (b) the Defaulting Staff Shareholder must warrant that he is transferring the Defaulting Staff Shareholder Shares to RS or his nominee(s) free from all Encumbrances and together with all rights, benefits and advantages attached to them, except the right to any dividend declared but not paid prior to the date of the registration of such transfer; and
 - (c) the Company shall register the transfer referred to in this Article 16.8 (subject only to their being duly stamped or adjudicated not chargeable to stamp duty).
- 16.9 On completion of transfer of the Defaulting Staff Shareholder Shares, RS shall pay to the Defaulting Staff Shareholder an aggregate amount equal to the number of the Defaulting Staff Shareholder Shares multiplied by the Fair Value of each of those Shares.
- 16.10 Unless RS approves in writing otherwise, from the date of the Compulsory Staff Transfer Event Notice until the earlier of the completion of the transfer of the Defaulting Staff Shareholder Shares to RS or the expiry of the Staff Call Period, the Defaulting Staff Shareholder Shares shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting or on any written resolution of the Company or at any meeting or on any written resolution of the holders of any class of Shares in the capital of the Company and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of

a written resolution of any members or class of members or any consent under these Articles or otherwise.

17. FAIR VALUE

17.1 For the purposes of Article 16, the Fair Value in respect of any Shares is, subject to Article 17.9 such price per Share as may be:

- (a) (in the case of Compulsory Transfer Event) agreed between the Majority A Shareholder and the Defaulting Shareholder by no later than 20 Business Days after the date of service of a Call Notice; or
- (b) (in the case of Compulsory Staff Transfer Event) agreed between RS and the Defaulting Staff Shareholder by no later than 20 Business Days after the date of service of a Staff Call Notice;
- (c) failing such agreement within 20 Business Days after the date of service of a Call Notice or Staff Call Notice (as applicable), the price per Share determined by a valuation expert in accordance with Articles 17.2 to 17.8 below.

17.2 If Article 17.1 requires the Fair Value of any Shares to be determined by a valuation expert (the "**Valuer**"), the Valuer must be a valuation expert working for a firm of internationally recognised chartered accountants, as may be:

- (a) (in the case of Compulsory Transfer Event) agreed between the Majority A Shareholder and the Defaulting Shareholder by no later than 30 Business Days after the date of service of a Call Notice; or
- (b) (in the case of Compulsory Staff Transfer Event) agreed between RS and the Defaulting Staff Shareholder by no later than 30 Business Days after the date of service of a Staff Call Notice; or
- (c) failing such agreement within 30 Business Days after the date of service of a Call Notice or Staff Call Notice (as applicable), or if the agreed Valuer is unable or unwilling to act, appointed in accordance with paragraph 17.3 below.

The Valuer must (if practicable) have experience and expertise in valuing companies (including joint venture companies) operating in the same (or similar) business sectors and geographic areas as the Company.

17.3 If Article 17.2(c) applies, either the transferor of the Shares in question ("Transferor") or the transferee of the Shares in question ("Transferee") may request the President for the time being (the "**President**") of the Institute of

Chartered Accountants in England and Wales (the "**Institute**") to nominate a neutral and independent Valuer, in which case:

- (a) the Transferor and the Transferee must take all such actions as are necessary to enable the President to nominate a Valuer in accordance with the policies and procedures of the Institute;
 - (b) if the President nominates one individual, the Valuer for the purposes of this agreement will be that individual;
 - (c) if the President nominates a shortlist which includes more than one individual, the Valuer for the purposes of this agreement will be:
 - (i) such individual from that shortlist as the Transferor and the Transferee may agree within two Business Days after receipt of the shortlist; or
 - (ii) failing such agreement, the individual who appears first on the shortlist; and
 - (b) the costs of the Institute, including fees and expenses, must be borne by the Transferee.
- 17.4 The Transferor and the Transferee must agree the terms of engagement of the firm employing the Valuer as soon as reasonably practicable after the Valuer is selected and must not withhold or delay their consent to those terms if they are reasonable and consistent with the provisions of this agreement. The Transferor and the Transferee must counter-sign the terms of engagement as soon as they are agreed.
- 17.5 Subject to Article 17.9, the Fair Value for each Share held by the Transferee will be the value which the Valuer states in writing to be in his opinion the fair value of the Share concerned on a sale as between a willing seller and a willing buyer. For the purposes of determining the Fair Value, Transferor and the Transferee must instruct the Valuer to conduct the valuation on the following basis:
- (a) in accordance with valuation standards, practices and principles of the International Valuations Standards Council ("**IVSC**");
 - (b) using the IVSC definition of "market value" to determine the Fair Value;
 - (c) having regard to the rights and restrictions attached to the Share in respect of income, capital and voting but disregarding any other special rights or restrictions attached to that Share;
 - (d) assuming that a reasonable time is available in which to sell the Shares in an open market (and for that purpose 90 Business Days is considered a reasonable time);
 - (e) if the Company is then carrying on business as a going concern, assuming that it will continue to do so;

- (f) without applying any discount for the shares representing (if that be the case) less than 100% of the entire issued share capital of the Company and without discounting the value for the consideration that (if it be the case) the entirety of the business of the Company or a substantial portion of the business of the Company is carried on with one customer namely the controlling shareholder.;
- (g) subject to the above, on any basis the Valuer considers appropriate; and
- (h) the Fair Value must be expressed as a single amount and not as a range of values.

17.6 The Company must promptly provide to the Valuer:

- (a) all information and assistance (including assistance from its employees); and
 - (b) access to and the right to take copies of books and records of account, documents, files, working papers and information stored electronically,
- which the Valuer reasonably requires to make his determination.

Nothing in this Article 17 entitles the Transferor, the Transferee or the Valuer to any information or document which, in the reasonable opinion of the Board, could constitute a breach by the Company of any obligation of confidentiality owed to a third party or imposed by law.

17.7 The Transferor and the Transferee may, within 20 Business Days of the Valuer's appointment, make written submissions and/or send documents to the Valuer. The Valuer must send copies of one Shareholder's submissions to the Company and to the other Shareholder(s) for comment.

17.8 The Valuer must be engaged to act on the following basis:

- (a) the Valuer must act as expert and not as arbitrator;
- (b) the terms of reference of the Valuer must be as set out in Article 17.5 above;
- (c) the Valuer is entitled (to the extent it considers it appropriate) to base its determination on the information provided under paragraph 17.6 above, any written submissions made under paragraph 17.7 above and on the accounting and other records of the Company;
- (d) the Valuer must be instructed to deliver his determination of Fair Value as soon as reasonably practicable and in any event within 40 Business Days of his appointment or, if later, within 30 Business Days after his receipt of written submissions under paragraph 17.7;
- (e) the determination of the Valuer will (in the absence of fraud or manifest error) be final and binding on the Transferor and the Transferee and may not be challenged or appealed; and

- (f) the costs of determination, including fees and expenses of the Valuer, must be borne equally by Transferor and the Transferee.
- 17.9. In the case of a Compulsory Staff Transfer Event occurring on or before the date 18 months after date on which the transfer of B Shares to the Staff Shareholder in question was executed (or if more than one, the date the last such transfer was executed) the Fair Value will be the nominal value of the shares or the price paid for the shares by the Staff Shareholder, which ever is the greater.

18. PRE-EMPTION PROCEDURE

- 18.1 If, at any time on or after the fifth anniversary of the adoption of these Articles, except when transferring Shares in accordance with the provisions Article 15.2, a Shareholder (other than the Majority A Shareholder) (the "**Transferring Shareholder**") wishes to Dispose of all of its Shares, the Transferring Shareholder must first give written notice to the Majority A Shareholder, copied to the Company (the "**Sale Notice**"). A Sale Notice must:
- (a) Specify the number of Shares the Transferring Shareholder wishes to Dispose of (which must be all, and not some only, of its Shares) (the "**Sale Shares**"), the proposed sale price per Share, (subject to where a lower price is fixed in accordance will Article 16 (*Compulsory Transfer*)), which must be a cash price in Pound sterling payable on completion of the transfer (the "**Sale Price**") and any other terms and conditions of the proposed sale (the "**Sale Terms**");
 - (b) state the name of the person to whom the Transferring Shareholder proposes to Dispose of the Sale Shares;
 - (c) state that, subject to the provisions of these Articles, the Sale Notice constitutes an offer by the Transferring Shareholder to sell to the Majority A Shareholder its Shares at the Sale Price and on the Sale Terms (the "**Pre-Emption Entitlement**");
 - (d) specify a period, which must be at least 20 Business Days, during which the Majority A Shareholder may agree to acquire some or all of the Sale Shares (the "**Sale Period**");
 - (e) invite the Majority A Shareholder to accept the offer made in the Sale Notice in full or in part and by giving written notice to the Transferring Shareholder (with a copy to the Company) no later than 5.00 pm on the last day of the Sale Period stating the number of Sale Shares which the Majority A Shareholder wishes to buy (which may be equal to or less than the Pre-Emption Entitlement) and details of its nominee(s) (if any) to acquire the Sale Shares (the "**Accepted Shares**") (an "**Acceptance Notice**"); and
 - (f) not be revoked unless otherwise agreed by the Board.

- 18.2 Within two Business Days after an Acceptance Notice is received by the Transferring Shareholder, the Transferring Shareholder must give notice to the Majority A Shareholder, specifying:
- (a) the bank account into which the payment for the Accepted Shares must be paid into; and
 - (b) the proposed date for completion of the sale of the Accepted Shares, which must be no fewer than 20 Business Days and no more than 30 Business Days after expiry of the Sale Period (the "**Sale Completion Date**").
- 18.3 The Share Purchase shall take place at the offices of the Majority A Shareholder at ● [am][pm] on the Sale Completion Date.
- 18.4 On the Sale Completion Date:
- (a) the Transferring Shareholder shall deliver: (A) duly executed transfers in favour of the Majority A Shareholder or its nominee(s) of the Accepted Shares; and (B) the share certificate(s) representing the Accepted Shares (or an express indemnity in a form satisfactory to the Majority A Shareholder in the case of any found to be missing); and
 - (b) the Company shall, and the parties shall procure that the Company will, hold a meeting of the Board at which it is resolved that the transfer referred to in Article 18.4(a) (subject only to their being duly stamped or adjudicated not chargeable to stamp duty) are approved for registration.
- 18.5 Upon completion of all the matters referred to in Article 18.4, the Majority A Shareholder shall pay the purchase price payable for the Accepted Shares to the Transferring Shareholder to such account specified in Article 18.2(a).
- 18.6 With effect from Sale Completion Date, the Transferring Shareholder shall, until the Accepted Shares are registered in the name of the Majority A Shareholder or its nominee(s), hold the Accepted Shares and any benefits deriving from them on trust for the Majority A Shareholder.
- 18.7 The Transferring Shareholder may at any time up to three calendar months after expiry of the Sale Period sell to the person named in the Sale Notice as the proposed buyer of the Sale Shares any Sale Shares not sold to the Majority A Shareholder under Article 18.4, so long as:
- (a) those Shares are sold at a price per Share which is not less than the Sale Price and on terms which are no more favourable to the buyer of those Sale Shares than the Sale Terms;
 - (b) those Shares are not sold to a Prohibited Transferee, unless the Majority A Shareholder has given its prior written consent to the sale; and
 - (c) the buyer of those Sale Shares agrees to any terms that the Transferring Shareholder and the Majority A Shareholder have or may agree.

19. TAG ALONG

19.1 This Article 19 applies where:

- (a) the Majority Holder wishes to sell some or all of its Shares to a third party (a **"Third Party Sale"**); and
- (b) the Majority Holder has not issued a Drag Notice in respect of the Third Party Sale.

19.2 If this Article 19 applies, the Majority Holder must first give written notice (a **"Tag Notice"**) to the Minority Holder. A Tag Notice must:

- (a) specify the number of Shares the Majority Holder proposes to sell, the proposed sale price per Share which must be a cash price in Pound sterling (the **"Tag Sale Price"**) and any other terms and conditions of the Third Party Sale (the **"Tag Sale Terms"**);
- (b) state the name of the person to whom the Majority Holder proposes to sell its Shares (the **"Tag Buyer"**);
- (c) state that the Minority Holder has an option (a **"Tag Option"**) to direct the Majority Holder to require, as a condition of the sale of the Majority Holder's Shares, that the Tag Buyer also buy the Relevant Proportion (as defined below) of the Minority Holder's Shares (the **"Tag Shares"**), at the Tag Sale Price and, subject to Article 19.4, on the Tag Sale Terms;
- (d) specify a period, which must be at least ten Business Days, during which the Minority Shareholder may exercise its Tag Options (the **"Tag Period"**); and
- (e) state the Majority Holder's reasonable best estimate of the date for completion of the sale of the Tag Shares if the Tag Option is exercised, which, unless otherwise agreed between the Majority Holder and the Minority Holder, must be at least 20 Business Days after the end of the Tag Period.

For this purpose, the **"Relevant Proportion"** means the total number of Shares held by the Majority Holder immediately before the Third Party Sale divided by the aggregate number of Shares in issue.

19.3 The Minority Holder may exercise a Tag Option by giving notice in writing to the Majority Holder (with a copy to the Company) no later than 5.00 pm on the last day of the Tag Period. Any exercise of a Tag Option is irrevocable, unless the Majority Holder otherwise agrees in writing.

19.4 If a Minority Holder exercises its Tag Option in accordance with Article 19.3, then:

- (a) the Majority Holder must not complete the Third Party Sale unless at the same time the Tag Buyer buys each of that Minority Holder's Tag Shares at the Tag Sale Price and, subject to this Article 19.4, on the Tag Sale Terms;

- (b) the Minority Holder must sell the Tag Shares to the Tag Buyer on the terms stated in the Tag Notice;
- (c) the Minority Holder must warrant that it is transferring the Tag Shares free from all Encumbrances and together with all rights, benefits and advantages attached to them, except the right to any dividend declared but not paid prior to the date of the registration of such transfer.

20. DRAG ALONG

20.1 Unless the Shareholders otherwise agree, if at any time the Majority Holder who holds 65% or more of the Shares wishes to sell all of its Shares to any person other than an Affiliate of the Majority Holder (a "**Third Party Purchaser**") on arm's length terms, then the Majority Holder may within a period of three calendar months give written notice (a "**Drag Notice**") to the Minority Holder at any time before completing the proposed sale requiring the Minority Holder to sell its Shares (the "**Drag Shares**") to the proposed buyer of the Majority Holder's Shares in accordance with this Article 20.

20.2 A Drag Notice must:

- (a) specify the number of Shares the Majority Holder proposes to sell, the proposed sale price per Share which must be a cash price denominated in Pounds sterling (the "**Drag Sale Price**") and any other material terms and conditions of the proposed sale (the "**Drag Sale Terms**");
- (b) state the name of the person to whom the Majority Holder proposes to sell its Shares (the "**Drag Buyer**");
- (c) state that it is a Drag Notice for the purposes of these Articles and that, subject to this Article 20, the Minority Holder is required to sell each of its Shares to the Drag Buyer for the Drag Sale Price and, subject to Article 20.3 on the Drag Sale Terms; and
- (d) state the Majority Holder's reasonable best estimate of the date for completion of the sale of the Drag Shares, which must be at least 20 Business Days after the Drag Notice is given.

20.3 If the Majority Holder gives a Drag Notice under this Article 14:

- (a) the Minority Holder must sell all of its Shares to the Drag Buyer on the terms stated in the Drag Notice;
- (b) the Minority Shareholder must deliver to the Drag Buyer a duly executed transfer in favour of the Drag Buyer, together with share certificate(s) representing all of its Shares (or an express indemnity in a form satisfactory to Majority Holder in the case of any found to be missing) and such other documents as the Majority Holder may reasonably require to give effect to the Drag Sale Terms;

- (c) the Minority Holder must warrant that it is transferring its Shares to the Drag Buyer free from all Encumbrances and together with all rights, benefits and advantages attached to them, except the right to any dividend declared but not paid prior to the date of the registration of such transfer; and
 - (d) the Majority Holder must not sell any Shares to the Drag Buyer unless at the same time the Drag Buyer buys all of the Shares held by each Minority Holder on the terms stated in the Drag Notice and the Minority Holder need not sell any of its Shares to the Drag Buyer unless at the same time the Majority Holder sells all of its Shares to the Drag Buyer.
- 20.4 The Majority Holder may revoke or withdraw a Drag Notice by giving written notice to the Minority Holder at any time before completion of the sale of the Drag Shares.
- 20.5 Drag Notices shall be irrevocable but shall lapse if for any reason there is not a sale of the Majority Holder's Shares by the Majority Holder to the Third Party Purchaser within 30 working days after the date of service of the Drag Notice. The Majority Holder shall be entitled to serve further Drag Notices following the lapse of any particular Drag Notice.
- 20.6 If any Minority Shareholder fails to complete the sale of his Shares in accordance with this Article 20 (*Drag along*), he shall be deemed to have irrevocably appointed any person nominated for the purpose by the Majority Shareholder to be his agent and attorney to execute all necessary transfer(s), power(s) of attorney relating to the rights attached to his Shares and indemnities for missing share certificate(s) on his behalf and, against receipt by the Company of the purchase monies or any other consideration payable for the Drag Shares (held on trust for the Minority Shareholder), to deliver such transfer(s), power(s) and indemnities to the Third Party Purchaser (or as he may direct). The Directors shall (subject only to stamping of the transfers, if required) immediately register the Third Party Purchaser (or as he may direct) as the holder of the relevant Drag Shares. After the Third Party Purchaser (or his nominee) has been registered as the holder of the relevant Drag Shares, the validity of such proceedings shall not be questioned by any person. It shall be no impediment to registration of Shares under this Article 20.6 that no share certificate has been produced.

21. REGISTRATION

- 21.1 The Directors shall refuse to register:
- (a) a purported transfer of any Share not made under or permitted by these Articles or any agreement between the Shareholders; and/or
 - (b) a transfer to an Employee or prospective Employee until such Employee has made an election pursuant to Section 431(1), Income Tax (Earnings and Pensions) Act 2003, in the form prescribed by HMRC, to elect that the market value of the Shares or securities covered by the election is to be calculated as

if the Shares or securities were not restricted and that Sections 425 to 430, Income Tax (Earnings and Pensions) Act 2003 do not apply to such shares or securities.

- 21.2 The Directors may in their absolute discretion refuse to register a transfer of any Share, whether or not it is a fully paid share and whether or not the Company has a lien on such Share but shall not refuse to register a transfer made in accordance with Articles 14 to 20.
- 21.3 For the purposes of ensuring that a transfer of Shares is duly authorised or that no circumstances have arisen whereby a Compulsory Transfer Event Notice is required to be given the Directors may at the Company's expense request any member or past member or the personal representative or trustee in bankruptcy, administrative receiver or liquidator or administrator of any member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the Directors may reasonably think fit regarding any matter which they may deem relevant to such purpose.
- 21.4 Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within 10 working days after such request or if such information or evidence discloses that the transfer was made in breach of these Articles:
- (a) the Directors shall be entitled to refuse to register the transfer in question; and
 - (b) the relevant Shares shall cease to confer upon the holder of them (or any proxy) any rights:
 - (i) to vote on a show of hands or poll at a general meeting of the Company or at any meeting of the class of Shares in question or on any written resolution of the Company or the class of shares in question; or
 - (ii) to receive dividends or other distributions otherwise attaching to the Shares or to receive any further Shares issued in respect of those Shares.
- 21.5 Any transfer of a Share by way of sale which is required to be made under these Articles will be deemed to include a warranty that the transferor sells with full title guarantee.
- 21.6 No Share shall be issued or transferred to any undischarged bankrupt or a person who lacks mental capacity.

22. ACCEPTANCE OF NEW PARTY AS A SHAREHOLDER

If a person becomes a holder of Shares, other than as a result of breach of these Articles, and the provisions of Article 21 are complied with, the Company and each Shareholder:

- (a) accepts the shareholder as a Shareholder; and
- (b) agrees and acknowledges that the shareholder will be entitled to the rights and benefits of these Articles in accordance with the shares held by them.

PART B

DIRECTORS – DIRECTORS' GENERAL POWERS, DUTIES AND RESPONSIBILITIES

23. DIRECTORS' GENERAL POWERS

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.

24. SHAREHOLDERS' RESERVE POWER

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

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

25. DIRECTORS' DUTIES

25.1 A Majority A Director will not breach his duty to exercise independent judgment if he acts in accordance with a direction from the Majority A Shareholder or takes into account the interests of the Majority A Shareholder.

25.2 In the exercise of his duties, a Majority A Director is not restricted by any duty of confidentiality to the Company from providing information regarding the Company to the Majority A Shareholder, but a Majority A Director who is also a director of the Majority A Shareholder owes a strict duty of confidentiality to the Majority A Shareholder in relation to confidential information of the Majority A Shareholder.

26. DIRECTORS MAY DELEGATE

26.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these 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 (including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the directors under these Articles).

- 26.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 26.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

27. COMMITTEES

- 27.1 A committee of the Directors must include at least one Majority A Director.
- 27.2 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 these Articles which govern the taking of decisions by Directors.
- 27.3 The Directors may make rules of procedure for the constitution and regulation of any committee, which prevail over rules derived from these Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

28. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 28.1 The general rule about decision-making by Directors is that, save as otherwise provided for in these Articles and any agreement between the Shareholders, any decision of the Directors must be either a majority decision at a validly convened and quorate meeting or a decision taken in accordance with Article 29 (*Unanimous decisions*) provided always that there are always two Majority A Directors present at any meeting.
- 28.2 Any one or more of the Directors present at any meeting of the Directors (including Alternate Directors representing any such Directors) may exercise the voting power of such other Directors as are not present in person or otherwise represented at the meeting, so long as all the Directors present cast their votes in the same way in respect of the matter being voted upon.
- 28.3 At any meeting of the Directors each director (or his Alternate Director) present at the meeting shall be entitled to one vote.

29. UNANIMOUS DECISIONS

- 29.1 A decision of the Directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means, excluding the means of text messaging, that they share a common view on a matter.
- 29.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing.
- 29.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a Directors' meeting held to discuss the matter in question.

30. CALLING A DIRECTORS' MEETING

- 30.1 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.
- 30.2 Notice of any Directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 30.3 Notice of a Directors' meeting must be given in writing to each Director.
- 30.4 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 a 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.

31. PARTICIPATION IN DIRECTORS' MEETINGS

- 31.1 Subject to these Articles and unless the Shareholders otherwise agree, 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 these Articles; and
 - (b) they can each communicate orally including by means of telephone, video conference or other audio or audio-visual link or any other form of

telecommunication to the others any information or opinions they have on any particular item of the business of the meeting.

31.2 In determining whether Directors are participating in a directors' meeting, it is irrelevant where any Director is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.

31.3 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; in the absence of such a decision, the meeting is deemed to take place at the location from where the Chairman participates.

32. QUORUM FOR DIRECTORS' MEETINGS

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

32.2 Subject to Article 32.3, the quorum for Directors' meetings and committee meetings is at least two Majority A Directors.

32.3 For the purpose of any Directors' meeting (or part of a meeting) held in accordance with Article 37 to authorise a Director's conflict of interest or to consider any matter referred to in that Article, the quorum is one Majority A Director.

32.4 If the total number of Directors for the time being in office is less than the quorum required, the Director or Directors in office must not take any decision other than a decision:

- (a) to request the relevant Shareholders to appoint one or more further Directors under Article 41; or
- (b) to call a general meeting so as to enable the Shareholders to appoint further Directors.

33. CHAIRING OF DIRECTORS' MEETINGS

33.1 The Directors may appoint a Director to chair their meetings.

33.2 The person so appointed for the time being is known as the **Chairman**.

33.3 The Chairman is not entitled to a second or casting vote.

33.4 The Directors may terminate the Chairman's appointment at any time.

- 33.5 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors may appoint one of themselves to chair it.

DIRECTORS' INTERESTS

34. DIRECTORS' INTERESTS IN RELATION TO TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

The relevant provisions of the CA2006 (including without limitation sections 177 and 182) apply in relation to declarations by Directors of their interests (direct or indirect) in proposed and existing transactions or arrangements with the Company.

35. DIRECTORS' SITUATIONAL CONFLICTS

Subject to Articles 36 and 37, the relevant provisions of the CA2006 (including without limitation sections 175 and 180) apply in relation to situations (other than a transaction or arrangement with the Company) where a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, and the authorisation of such situational conflicts.

36. INHERENT CONFLICTS

- 36.1 An "**Inherent Conflict**" is a situation where a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company in circumstances where that situation arises as a direct or indirect result of the Director's relationship with his Appointing Shareholder (or any of that Shareholder's Associated Companies).
- 36.2 A Director is authorised to have an interest which constitutes an Inherent Conflict.
- 36.3 A Director who is subject to an Inherent Conflict may, subject to Article 37, vote as a Director (and be counted in the quorum) on a decision concerning any such situation and attend a meeting, or participate in any discussion, relating to that situation and receive information or advice received by the Company on such situations.
- 36.4 Any reference in paragraph 36.1 to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

- 36.5 In these Articles, companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate and the term "**Associated Companies**" has a corresponding meaning.

37. DIRECTORS' INTERESTS GENERALLY AND VOTING

37.1 Subject to the Companies Act and to Articles 34 and 36, a Director notwithstanding his office:

- (a) may be a party to, or otherwise interested or participate in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may act by himself or his firm in a professional capacity for the Company (except as auditor) and he or his firm shall be entitled to remuneration as if he were not a Director;
- (c) may be a director or other officer 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
- (d) will not, by reason of his office (or of the fiduciary relationship established by holding that office), be accountable to the Company for any remuneration, profit or other benefit resulting from any Inherent Conflict authorised under Article 36, any situational conflict authorised under Article 35 or any interest permitted under paragraphs (a), (b) or (c), and no contract, transaction or arrangement will be liable to be avoided on the grounds of any Director having an interest authorised under Article 35 or Article 36 or permitted under paragraphs (a), (b) or (c).

37.2 Subject to paragraph 37.3, if a Director has an interest in any matter which conflicts or may possibly conflict with the interests of the Company or any of its Associated Companies and which is to be considered or voted upon at a meeting of the Directors or which is to be subject of a written resolution of the Directors:

- (a) unless the Director has already given a general notice in accordance with section 185 of the Companies Act, the Director must without delay declare the interest by giving written notice to each other Director setting out the nature and extent of the interest and the relation of the interest to the affairs of the Company or any of its Associated Companies provided that the Majority A Directors' interest in transactions with the Majority A Shareholder and its Affiliates and the Majority B Director's interest in transactions with Formulae Digital are deemed disclosed; and
- (b) so long as the Director complies with paragraph 37.2(a) above but subject to paragraph 37.3, the Director:
 - (i) is entitled to attend or participate in any discussion on matters that relate to the interest;

- (ii) is entitled to receive all information and advice received by other Directors on matters that relate to the interest;
- (iii) is entitled to vote (and be counted in a quorum at a meeting) on matters that relate to the interest; and
- (iv) is entitled to retain benefits under any transaction or arrangement relating to the interest and the Company cannot avoid any such transaction or arrangement merely because of the existence of the interest.

37.3 The provisions of paragraph 37.2 do not apply if or to the extent that any matter to be decided upon by the Directors relates to:

- (a) the Company enforcing rights under or taking any action against the relevant Shareholder in relation to any matter arising under any agreement from time to time entered into between the Company or any of its subsidiaries and a Shareholder or Shareholders;
- (b) the Company defending itself against any action taken against it by the relevant Shareholder;
- (c) the Company taking any action against a Director appointed by the relevant Shareholder in relation to any (or any alleged) breach of duty by that Director; or
- (d) the Company defending itself against any action taken against it by a Director appointed by the relevant Shareholder.

In those circumstances, the Director appointed by the relevant Shareholder is not entitled to:

- (i) save for the initial part of the meeting with the sole purpose of expressing their views on that matter before it is discussed on the merits amongst the other Directors, attend or participate in any further discussion of that matter;
- (ii) receive information or advice received by the Company on that matter; and
- (iii) vote (or be counted in the quorum at a meeting) in relation to that matter.

The quorum for any such meeting is two Directors who are entitled to vote on the matter.

37.4 In the case of an Alternate Director, an interest of his appointor shall be treated as an interest of the Alternate in addition to any interest which the Alternate otherwise has.

37.5 Subject to the Companies Act, the Company may, by ordinary resolution, suspend or relax the provisions of this Article to any extent or ratify any contract, transaction or arrangement not duly authorised by reason of a contravention of this Article.

38. 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.

39. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these 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.

APPOINTMENT AND REMOVAL OF DIRECTORS

40. NUMBER OF DIRECTORS

The number of Directors is three.

41. APPOINTMENT OF DIRECTORS

The Majority A Shareholder shall appoint at least two Majority A Directors.

The Majority B Shareholder shall appoint one director to the Board as long as he holds at least 20% of the aggregate Shares in issue.

42. REMOVAL OF DIRECTORS

42.1 A Director ceases to be a Director as soon as his Appointing Shareholder (and its Permitted Transferees, if any) ceases to hold any Shares.

42.2 The Majority A Shareholder may remove from office any person appointed as a Director and, if desired, appoint another in his or her place.

42.3 Only the Majority A Shareholder may remove a Majority A Director appointed by it under Article 41.

42.4 The Appointing Shareholder removing a Director under this Article must indemnify the Company against any loss, damages, costs, expenses or liabilities arising as a result of that Director's removal from office.

43. METHODS OF APPOINTING AND REMOVING DIRECTORS

- 43.1 Subject to the limits in these Articles on the number of Directors, the Majority A Shareholder may at any time appoint any person as a Majority A Director.
- 43.2 Subject to Article 42.3, the Shareholders respectively may at any time remove from office any Director appointed by them and may appoint any person as a Director in place of any Director so removed or in place of any Director appointed by them who vacates his office or dies.
- 43.3 To appoint or remove a Director nominated by it under this agreement, a Shareholder must give written notice to the Company specifying the identity of the person it wishes to appoint or remove. The notice must:
- (a) in the case of an appointment, be accompanied by a signed written consent from that person agreeing to act as a Director; and
 - (b) in the case of a removal, be accompanied by a signed written resignation from that person acknowledging that they have no claim whatsoever against any Company in respect of fees, remuneration, compensation for loss of office or otherwise.
- 43.4 Every appointment or removal under this Article must be made in writing signed by or on behalf of the Majority A Shareholder or Majority B Shareholder as appropriate and will take effect on and from the date on which the notice of appointment or removal is lodged at the registered office or produced at a meeting of the Directors.
- 43.5 A person entitled to A Shares or B Shares by transmission may appoint or remove or concur in the appointment or removal of Directors appointed under this Article by the class to which he or she is entitled until such time as some other person or persons becomes the registered holder or holders of those Shares.

44. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- (a) he or she is removed from office in accordance with these Articles;
- (b) that person ceases to be a Director by virtue of any provision of the CA2006 is prohibited from being a Director by law;
- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;

- (e) a registered medical practitioner who has examined him 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; or
- (f) 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.

45. DIRECTORS' SERVICES AND REMUNERATION

- 45.1 Directors may undertake any services for the Company that the Directors decide and the Company may enter into a contract of service with any Director on such terms as the Directors think fit.
- 45.2 Any appointment of a Director to an executive office will terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of contract of service between the Director and the Company.
- 45.3 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 provide for the Company.
- 45.4 Subject to the Articles, a Director's remuneration may take any form.
- 45.5 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

ALTERNATE DIRECTORS AND SECRETARY

46. APPOINTMENT AND REMOVAL OF ALTERNATES

- 46.1 Subject to the approval of the Majority A Shareholder in writing, any Director (other than an Alternate Director) (the "**Appointor**") may appoint as an alternate any other Director, or any other person approved by solution of the Directors, who is willing to act to:
 - (a) exercise that Director's powers; and
 - (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the alternate's appointer (an "**Alternate Director**").

- 46.2 The Majority A Director may appoint any person as an Alternate Director. Any other Director may appoint as an alternate any other Director or any other person approved by the majority of the other Directors.
- 46.3 Any appointment or removal of an Alternate Director must be effected by notice in writing to the Company signed by the appointer, or in any other manner approved by the Directors.
- 46.4 The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 46.5 The appointment of an Alternate Director who is not otherwise a Director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as Alternate Director.

47. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 47.1 Except as these Articles specify otherwise, an Alternate Director has the same rights in relation to any Directors' meeting, Directors' written resolution or any other Directors' decision-making as the alternate's appointer, including, but not limited to, the right to receive notice of all meetings of Directors and all meetings of committees of Directors of which his appointer is a member.
- 47.2 Except as these Articles specify otherwise, Alternate Directors:
- (a) are deemed for all purposes to be Directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their Appointers; and
 - (d) are not deemed to be agents of or for their Appointers.
- 47.3 A person who is an Alternate Director but not otherwise a Director:
- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointer is not participating); and
 - (b) may participate in a unanimous decision of the directors (but only if that person's Appointer is an Eligible Director in respect of such decisions and *only* that person's Appointer does not participate),

provided that (notwithstanding any other provision of these Articles) such person shall not be counted as more than one Director for the purposes of paragraphs (a) and (b) above.

- 47.4 A Director who is also an Alternate Director for one or more Directors is entitled, in the absence of the relevant Appointer, to a separate vote on behalf of each Appointer in addition to his own vote on any decision of the Directors (provided the relevant Appointer is an eligible Director in relation to that decision) but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 47.5 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate Director's Appointer's remuneration as the Appointer may direct by notice in writing made to the Company.

48. TERMINATION OF ALTERNATE DIRECTORSHIP

- 48.1 An Alternate Director's appointment as an alternate terminates:
- (a) when the alternate's Appointer revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointer, would result in the termination of the appointer's appointment as a Director;
 - (c) on the death of the alternate's Appointer;
 - (d) when the alternate's Appointer ceases to be a Director for any reason; or
 - (e) (other than an alternate appointed by a Majority A Director) where the Directors otherwise decide.

LIENS, CALLS AND FORFEITURE

49. COMPANY'S LIEN

- 49.1 The Company shall have a first and paramount lien on all Shares (the "**Company's lien**", whether fully paid or not, standing registered in the name of (in the case of registered Shares) any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof (in the case of registered Shares) or shall be one of two or more joint holders (in the case of registered Shares), for all moneys presently payable by him or his estate to the Company whether or not in respect of the Shares in question.
- 49.2 The Company's lien over a Share:
- (a) takes priority over any third party's interest in that Share; and
 - (b) extends to any dividend (or other assets attributable to it) or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

- 49.3 The Directors may, at any time, decide that a Share which is or would otherwise be subject to a lien pursuant to these Articles shall not be subject to it, either wholly or in part.

50. ENFORCEMENT OF THE COMPANY'S LIEN

- 50.1 Subject to the provisions of this Article 50 (*Enforcement of the Company's lien*), if a lien enforcement notice has been given in respect of a Share and the person to whom the notice was given has failed to comply with it, the Company may sell that Share in such manner as the Directors decide.

50.2 A lien enforcement notice:

- (a) may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- (d) must be addressed either to the holder of the Share or to any transmittee of that holder or any other person otherwise entitled to the Share; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

50.3 Where any Share is sold pursuant to this Article:

- (a) the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and
- (b) the transferee of the Share(s) shall be registered as the holder of the Share(s) to which the transfer relates notwithstanding that he may not be able to produce the Share certificate(s) and such transferee is not bound to see to the application of the consideration and the transferee's title to the Share is not affected by any irregularity in or invalidity of the process leading or relating to the sale.

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

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
- (b) second, to the person entitled to the Share(s) immediately before the sale took place, but only after the certificate for the Share(s) sold has been surrendered to the Company for cancellation or an indemnity in a form acceptable to the Directors has been given to the Company for any lost certificate(s) and

subject to a lien (equivalent to the Company's lien over the Share(s) immediately before the sale took place) for all moneys payable by such person or his estate (whether immediately payable or not) in respect of all Share(s) registered in the name of such person (whether he is the sole registered holder or one of two or more joint holders) and in respect of any other moneys payable (whether immediately payable or not) by him or his estate to the Company, after the date of the lien enforcement notice.

50.5 A statutory declaration by a Director or the Company secretary (if any) that the declarant is a Director or the Company secretary and that a Share has been sold to satisfy the Company's lien on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share(s); and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share(s).

51. SURRENDER OF SHARES

51.1 A Shareholder may surrender any Share:

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

51.2 The Directors may accept the surrender of any such Share. The effect of surrender on a Share is the same as the effect of forfeiture on that Share. A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

DIVIDENDS AND OTHER DISTRIBUTIONS

52. PROCEDURE FOR DECLARING DIVIDENDS

52.1 The Company may declare dividends with Shareholder Approval.

52.2 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.

52.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

53. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

53.1 In these 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 transmittee.

53.2 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.

53.3 If:

- (a) a Share is subject to the Company's lien; and
- (b) the Directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to requirement payment under a lien enforcement notice. Money so deducted must be used to pay any of the sums payable in respect of that Share.

53.4 The Company must notify the Distribution Recipient in writing of:

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

54. NO INTEREST ON DISTRIBUTIONS

- 54.1 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.

55. UNCLAIMED DISTRIBUTIONS

- 55.1 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.

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

- 55.3 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.

56. WAIVER OF DISTRIBUTIONS

- 56.1 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,
 - (c) 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.

CAPITALISATION OF PROFITS

57. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

57.1 Subject to these 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 the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to 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.

57.2 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.

57.3 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. A capitalised sum which was appropriated from profits available for distribution may be applied:

- (a) in or towards paying up any amounts unpaid on existing Shares held by the person(s) entitled; or
- (b) 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.

57.4 Subject to these Articles, the Directors may:

- (a) apply capitalised sums in accordance with Article 57.3 (*Authority to capitalise and appropriation of capitalised sums*) and Article 57.3 (*Authority to capitalise and appropriation of capitalised sums*) 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.

DECISION-MAKING BY SHAREHOLDERS

58. CONVENING OF GENERAL MEETING

The Directors or the Majority A Shareholder may call a general meeting.

59. NOTICE OF GENERAL MEETINGS

59.1 A general meeting of the Company (other than an adjourned meeting) shall be called by notice of at least 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) but a general meeting may be called by shorter notice if it is so agreed by the Majority A Shareholder.

59.2 Every notice convening a general meeting shall specify:

- (a) the place, the date and the time of the meeting;
- (b) the general nature of the business to be dealt with at the meeting;
- (c) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution; and
- (d) with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting and that a member may appoint more than one proxy in relation to the meeting (provided that each proxy is appointed to exercise the rights attached to a different Share or Shares held by him) and shall also specify any more extensive rights (if any) conferred by these Articles to appoint more than one proxy.

59.3 The notice shall be given to the members (other than any who under the provisions of these Articles or of any restrictions imposed on any Shares are not entitled to receive notice from the Company), to the Directors and to the auditors and if more than one for the time being, to each of them.

59.4 Subject to the provisions of these Articles, notice of a general meeting of the Company may be given:

- (a) in hard copy form;
- (b) in electronic form; or
- (c) by means of a website

or partly by one such means and partly by another and the provisions of Article 72 (*Company Communications*) shall apply accordingly.

59.5 The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same

shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given.

60. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 60.1 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*.
- 60.2 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.
- 60.3 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*.
- 60.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 60.5 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.

61. QUORUM FOR GENERAL MEETINGS

- 61.1 No *business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting unless the persons attending it constitute a quorum when the meeting proceeds to business (and nothing in these Articles shall prevent any other business being transacted at such general meeting if the persons attending it do not constitute a quorum from time to time thereafter throughout the meeting)*.
- 61.2 Whenever the Company has only one member, the member present (being an individual in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy, shall be a quorum. Subject to the provisions of Section 318(2), CA2006, whenever the Company has two or more members, the person who is or represents the Majority A Shareholder shall be a quorum.

62. CHAIRING GENERAL MEETINGS

- 62.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 62.2 If the Directors have not appointed a Chairman, or if the Chairman 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 (which may not include any proxy appointed by a Shareholder) to chair the meeting, and the appointment of the Chairman of the meeting must be the first business of the meeting.
- 62.3 The person chairing a meeting in accordance with this Article is referred to as **"the Chairman of the meeting"**.

63. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 63.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.
- 63.2 The Chairman 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,
 - (c) *to attend and speak at a general meeting.*

64. ADJOURNMENT

- 64.1 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, the Chairman of the meeting must adjourn it.
- 64.2 The Chairman 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 Chairman 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.
- 64.3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

64.4 When adjourning a general meeting, the Chairman 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.

64.5 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.

64.6 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. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved.

65. VOTING: GENERAL

65.1 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 these Articles.

65.2 No Shareholder shall, unless the Directors otherwise decide, be entitled to vote (either in person or by proxy) at a general meeting, at any adjournment of it or on any poll called at or in relation to it in respect of any Share held by him or to exercise any right as a Shareholder unless all calls or other sums presently payable by him in respect of that Share in the Company have been paid to the Company.

66. DEMANDING A POLL AND PROCEDURE ON A POLL

66.1 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.

66.2 A poll may be demanded by:

- (a) the Chairman of the meeting;
- (b) any Director;

- (c) two or more persons having the right to vote on the resolution;
- (d) the Majority A Shareholder;
- (e) 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; or
- (f) by a person or persons holding Shares in the Company conferring a right to vote on the resolution, being Shares on which an aggregate sum has been paid up to not less than one tenth of the total sum paid up on all the Shares conferring that right.

66.3 A demand for a poll may be withdrawn if:

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

and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

66.4 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

67. **CONTENT OF PROXY NOTICES**

67.1 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 these Articles and any instructions contained in the notice of the general meeting to which they relate.

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

67.3 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.

67.4 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) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 71.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (a) the Chairman 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.
- 71.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the meeting's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS

72. COMPANY COMMUNICATIONS

- 72.1 Subject to the provisions of the Acts (and save as otherwise provided in these Articles), any document or information required or authorised to be sent or supplied by the Company to any member or any other person (including a Director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Companies Acts.
- 72.2 Subject to these 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 in writing to be sent or supplied with such notices or documents for the time being.
- 72.3 The provisions of the CA2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, *mutatis mutandis*, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject, by making it available on a website.
- 72.4 The Company may send or supply any document or information to a member or any other person (including a Director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the transfer of the Share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been:

- (i) sent or supplied to the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles; and
- (ii) received at the registered office of the Company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

70. VOTES OF PROXIES

- 70.1 The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid.
- 70.2 On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member (provided that, where some only of those members by whom the proxy is appointed instruct the proxy to vote in a particular way, those members all instruct such proxy to vote in the same way on a resolution (either "for" or "against") such proxy shall be entitled to cast a second vote the other way in relation to any discretionary vote(s) given to him by other members by whom such proxy is appointed.

71. AMENDMENTS TO RESOLUTIONS

- 71.1 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 Chairman of the meeting may determine); and

- (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 71.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the Chairman 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.
- 71.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the meeting's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS

72. COMPANY COMMUNICATIONS

- 72.1 Subject to the provisions of the Acts (and save as otherwise provided in these Articles), any document or information required or authorised to be sent or supplied by the Company to any member or any other person (including a Director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Companies Acts.
- 72.2 Subject to these 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 in writing to be sent or supplied with such notices or documents for the time being.
- 72.3 The provisions of the CA2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, *mutatis mutandis*, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject, by making it available on a website.
- 72.4 The Company may send or supply any document or information to a member or any other person (including a Director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or

such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the Company by the member (or such other person) for the purpose, or by sending or supplying it using *electronic means* to an *electronic address* for the time being notified to the Company by the member (or such other person) for the purpose, or by any other means authorised in writing by the member (or such other person) concerned.

- 72.5 A Shareholder whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such Shareholder shall be entitled to receive any document or information from the Company.
- 72.6 In the case of joint holders of a Share, if the Company sends or supplies any document or information to one of the joint holders, it shall be deemed to have properly sent or supplied such document or information to all the joint holders.
- 72.7 If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 72.7 (*Company communications*) shall apply.
- 72.8 If on 3 consecutive occasions documents or information have been sent or supplied to any Shareholder at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such Shareholder shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.
- 72.9 Any Shareholder present, in person or by proxy at any meeting of the Company or of the holders of any class of Shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.

72.10 Save as provided otherwise in these Articles, any document or information, addressed to a Shareholder (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or address for service (in the case of a Shareholder, in the United Kingdom) or electronic address, as the case may be shall:

- (a) if hand delivered or left at a registered address or other address for service (in the case of a Shareholder in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left;
- (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted;
- (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received if sent or supplied between the hours of 9 a.m. and 5 p.m. on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following working day; and
- (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

72.11 In calculating a period of hours for the purpose of Article 72.10 (*Company communications*), no account shall be taken of any part of a day that is not a working day.

72.12 A Director may agree with the Company that 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 those set out in Article 72.10 (*Company communications*).

72.13 Subject to Article 72.9 (*Company communications*), in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time).

72.14 The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Article 72.9 to Article 72.13 (inclusive) (*Company communications*) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure

notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure.

73. SHAREHOLDER COMMUNICATIONS

Any notice in writing given to the Company by a Shareholder shall take effect when it is lodged at the registered office or produced to any Directors' meeting.

74. COMPANY SEALS

74.1 Any common seal may only be used by the authority of the Directors or a committee of the Directors.

74.2 The Directors may decide by what means and in what form any common seal is to be used.

75. INDEMNITY AND FUNDS

75.1 Subject to Article 75.2 (*Indemnity and Funds*) (but otherwise to the fullest extent permitted by law) and without prejudice to any indemnity to which he may otherwise be entitled:

- (a) a relevant Director, secretary or other officer (other than any person engaged as auditor) of the Company or an associated Company shall be indemnified out of the Company's assets against all or any part of any costs, charges, losses, expenses and liabilities incurred by that Director, secretary or other officer:
 - (i) in the actual or purported exercise of his powers in relation to the affairs of the Company or associated Company; and
 - (ii) in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme; and
- (b) a relevant Director, secretary or other officer (other than any person engaged as auditor) of the Company or any holding Company may be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Section 205 and/or Section 206, CA2006 (or enable him to avoid incurring any such expenditure).

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

76. 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 the Companies Act, 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 he with like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is liability.