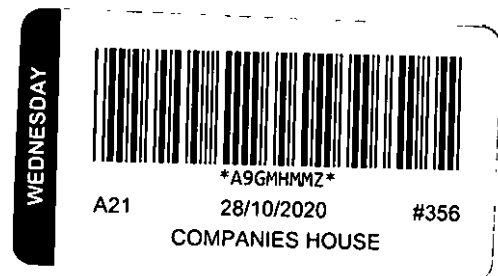


Company No. 10484882

**The Companies Act 2006**  
**Private Company Limited by Shares**

**ARTICLES OF ASSOCIATION**  
**of**  
**INSTAVOLT LIMITED**

(Adopted by special resolution passed on 29/09 2020)



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**(Adopted by special resolution passed on \_\_\_\_\_ 2020)**

**1 Model Articles**

- 1.1 The Model Articles apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 1.2 Model Articles 6(2), 9(4), 11(2), 12 to 14 (inclusive), 22, 26(5), 27 to 29 (inclusive), 44(2), 44(4) 45(1)(d), 48, and 50 to 53 (inclusive) shall not apply to the Company.
- 1.3 Model Article 7(1) shall be amended by the deletion of the words "or a decision taken in accordance with article 8" which shall be replaced with the words "or a decision taken in accordance with Article 22.3(b), and Articles 22.4 to 22.8" and, for the avoidance of doubt, the references to numbered Articles in the replacement words shall be references to the Articles contained herein, not to any Model Article.

**2 Definitions**

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

**A Ordinary Shareholders** means the holders from time to time of the A Ordinary Shares

**A Ordinary Shareholder Majority** means the holders of more than 50% of the A Ordinary Shares from time to time

**A Ordinary Shares** means the A ordinary shares of £0.001 each in the share capital of the Company

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

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

**Additional New Funding** means all amounts subscribed by one or more of the Investors for Shares following the Original Date of Adoption in an aggregate gross subscription amount in excess of £16,800,000 (being the Agreed New Funding) up to and including £50,000,000

**Agreed New Funding** means the first £16,800,000 subscribed by one or more of the Investors for Shares on or after the Original Date of Adoption

**Allocation Notice** shall have the meaning given in Article 16.4

**Amount Credited as Paid Up** means in respect of any Share the amounts paid up or credited as paid up on that Share including any premium

**Articles** means these articles of association and a reference to an **Article** is a reference to an article in the Articles

**Applicant** shall have the meaning given in Article 16.4

**Asset Sale** means the disposal by the Company of all or substantially all of its undertaking and assets (in one or a series of transactions)

**Associate** in relation to any person means:

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined)
- (b) any Member of the same Group
- (c) any Member of the same Fund Group

**Auditors** means the auditors of the Company from time to time

**B Ordinary Shareholders** means the holders from time to time of the B Ordinary Shares

**B Ordinary Shareholder Majority** means the holders of more than 50% of the B Ordinary Shares from time to time

**B Ordinary Shares** means the B ordinary shares of £0.001 each in the share capital of the Company

**Bad Leaver** means a Leaver who:

(i) resigns (other than in response to a fundamental breach of his employment contract or service agreement); or

(ii) is dismissed by a Group Company in circumstances where that Group Company is entitled to dismiss that Employee summarily pursuant to his terms of employment or engagement; or

(iii) acts in breach of any restrictive covenant by which that Leaver is bound under the Investment Agreement; or

(iv) is a Leaver for any other reason in any circumstances where he is not a Good Leaver

**Board** means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles

**Board Invitee** shall have the meaning given in Article 15.9

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

**C Ordinary Shares** means the non-voting ordinary shares of £0.001 each in the capital of the Company

**C Ordinary Shareholders** means the holders from time to time of the C Ordinary Shares

**C/E Ordinary Shareholder Hurdle** means the amount at which Investor Proceeds having been received by all A Ordinary Shareholders, B Ordinary Shareholders and D Ordinary Shareholders is equal to £70,000,000

**C/E Share Conversion** has the meaning given to it in Article 7.3

**CIIF** means ZCIIF Hold Co 1 Limited (No. 12103763), whose registered office is at 100 Brompton Road, London, United Kingdom, SW3 1ER

**CIIF Investor Directors** means the directors nominated by CIIF from time to time in accordance with Article 20.2 or 20.3 and **CIIF Investor Director** will mean any such person

**Chairman** shall have the meaning given in Article 20.7

**Company** means Instavolt Limited (registered number 10484882)

**Compulsory Transfer Notice** means a notice in writing deemed to have been given in accordance with these Articles in respect of the sale of Shares

**Compulsory Transferor** means any person deemed to have given a Compulsory Transfer Notice

**Compulsory Transfer Price** shall have the meaning given in Article 15.2 **Compulsory**

**Transfer Shares** shall have the meaning given in Article 15.2

**Conflict** shall have the meaning given in Article 24.1

**Controlling Interest** in relation to a person means the ownership by that person (either alone or together with any of his Associates or persons Acting in Concert with him) of Shares

carrying the right to more than 50% of the total number of votes which may be cast on a poll at a general meeting of the Company

**CTA 2010** means the Corporation Tax Act 2010

**D Ordinary Shares** means the non-voting ordinary shares of £0.001 each in the capital of the Company

**D Ordinary Shareholders** means the holders from time to time of the D Ordinary Shares

**Date of Acquisition** means, in relation to an Employee Share, the date on which that Employee Share was first acquired (whether by issue or transfer) by the relevant Employee

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

**Deferred Shares** means the deferred shares of £0.001 each in the capital of the Company

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

**E Ordinary Shares** means the non-voting ordinary shares of £0.001 each in the capital of the Company

**E Ordinary Shareholders** means the holders from time to time of the E Ordinary Shares

**Effective Termination Date** means the date upon which a C Ordinary Shareholder or E Ordinary Shareholder ceases to be an Employee, being:

- (a) where the Company or member of its Group terminates or purports to terminate a contract of employment or engagement by giving notice to the Employee of the termination of the employment or engagement, whether or not the same constitutes a wrongful or unfair dismissal, the earlier of the date of that notice and the date on which such termination is legally effective pursuant to such notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the Company in respect of such termination); or
- (b) where the Employee terminates or purports to terminate a contract of employment or engagement by giving notice to the Company or member of its Group of the termination of the employment or engagement (whether or not he is lawfully able so to do), the earlier of the date of that notice and the date on which such termination is legally effective pursuant to such notice; or
- (c) where the Company or member of its Group (on the one hand) or Employee (on the other hand) wrongfully repudiates the contract of employment or engagement and the other respectively accepts that the contract of employment or engagement has been terminated, the date of such acceptance by the Company, or Employee (as the case may be); or
- (d) where a contract of employment or engagement is terminated under the doctrine of frustration, the date of the frustrating event; or
- (e) where a contract of employment or engagement or directorship is terminated in any other circumstance, the date on which the person actually ceases to be employed or engaged by or a director of the Company or member of its Group

**Employee** means an individual who is a director of, employed by or who provides consultancy

services to, the Company or any member of the Group

**Employee Shares** in relation to an Employee means all C Ordinary Shares and E Ordinary Shares in the Company held by:

- (a) the Employee in question; and
- (b) by any Permitted Transferee of that Employee pursuant to a Permitted Transfer from that Employee,

PROVIDED THAT D Ordinary Shares shall not be Employee Shares for the purposes of these Articles

**Employee Trust** means a trust, the terms of which are approved by Investor Consent, whose beneficiaries are the Employees

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

**Equity Incentive Plan** means an equity incentive plan, the terms of which have been approved in writing by Investor Consent subject to and in accordance with any shareholders' or investment agreement in respect of the Company from time to time

**Equity Shareholders** means the registered holders of Equity Shares

**Equity Shares** means the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares and the E Ordinary Shares

**Excess Securities** shall have the meaning given in Article 11.3(b)

**Exit** means a Share Sale, an Asset Sale or an IPO

**Expert Valuer** is as determined in accordance with Article 16.8

**Extra New Funding** means all amounts subscribed by one or more Investors for Shares following the Original Date of Adoption in an aggregate gross subscription amount exceeding £50,000,000

**Fair Value** is as determined in accordance with Article 16.9

**Family Trust** means a trust, excluding a trust arising under a testamentary disposition or on intestacy, under which:

- (a) no beneficial interest in the trust property is vested or permitted to be vested in any person other than the settlor or any Privileged Relations of the settlor and
- (b) no power of control over any trust property is or is capable of being exercised by, or is subject to the consent of, any person other than the settlor, any Privileged Relations of the settlor or the trustees of the trust

**Fund Manager** means a person whose principal business is to make, manage or advise upon



investments in securities

**Funding Share Issue** means any subscription for Shares by one or more Investors pursuant to (i) an Agreed New Funding, (ii) an Additional New Funding or (iii) an Extra New Funding

**Good Leaver** means a Leaver who becomes so:

- (a) as a result of death, or permanent disability or permanent incapacity through ill health not caused by illegal drug or alcohol dependence which, in the reasonable opinion of the Investor Majority, results in such Leaver being unable to perform all or substantially all of his duties as an officer or employee of or consultant to the Company or member of its Group; or
- (b) as a result of the retirement by the Leaver in accordance with that Leaver's terms of employment or engagement, or at an earlier age following any valid request for earlier retirement being made by him in accordance with such terms of employment or engagement (and such request being approved by the Board (with the Investor Consent)); or
- (c) if the Board (with Investor Consent) serves written notice on the Company confirming that such person be treated as a Good Leaver for the purposes of these Articles

**Group** means the Company and its Subsidiary Undertaking(s) (if any) from time to time and **Group Company and member of the Group** shall be construed accordingly

**Initial C Shares** has the meaning given to it in Article 7.2(a)

**Investment Agreement** means the investment agreement relating to the Company between the Investors, the Managers (as defined therein), TP (as defined therein) and the Company dated on or around the Original Date of Adoption and as further amended or superseded from time to time

**Investors** means CIIF, REEIF and their respective Permitted Transferees

**Investor Consent** means the prior written consent of an Investor Majority which:

- (i) for so long as CIIF constitutes an Investor Majority, may be given by a duly authorised representative of CIIF or by any CIIF Investor Director; and
- (ii) for so long as REEIF constitutes an Investor Majority, may be given by a duly authorised representative of REEIF or by any REEIF Investor Director

**Investor Directors** means the CIIF Investor Directors and the REEIF Investor Directors and **Investor Director** will mean any such person

**Investor Director Consent** means the prior written consent of the Investor Directors which, for so long as CIIF constitutes an Investor Majority, may be given by any CIIF Investor Director or for so long as REEIF constitutes an Investor Majority, may be given by any REEIF Investor Director

**Investor Majority** means the holders of more than 50% in aggregate of the Investor Shares from time to time

**Investor Proceeds** means the aggregate amount received by all A Ordinary Shareholders, B Ordinary Shareholders and D Ordinary Shareholders in respect of their Shares (including any

dividends paid on such Shares, any return of capital on such Shares, and any distribution of proceeds from an Exit) since the date on which a C Ordinary Share was first issued

**Investor Shares** means the A Ordinary Shares and the B Ordinary Shares

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

**IPO Value** means in the event of an IPO, the aggregate value of all of the Shares (expressed in pounds sterling) as conclusively determined by the sponsoring broker, calculated on the basis of the issue price referred to in the prospectus, admission document or listing particulars published in connection with the IPO, but excluding the gross amount of any new money raised by the Company from the subscription for new shares issued by the Company at the time of, and in connection with, the IPO

**ITEPA** means Income Tax (Earnings and Pensions) Act 2003

**Issue Price** means the Amount Credited as Paid Up on a Share

**Law** means any treaty, legislation, statute, subordinate legislation, directive, regulation, convention, judgment, decision, decree, order, common law, rule, instrument, by-law, or any other law of, or having effect in, any jurisdiction as such laws are amended, re-enacted, consolidated or replaced, or as their application or interpretation is modified by other laws from time to time, and includes any subordinate laws, orders, notices, instrument or regulation for the time being in force promulgated under them, and whether before or after the Original Date of Adoption

**Leaver** means any Employee:

- (a) whose contract of employment or of consultancy or directorship with the Company or any Group Company terminates for any reason; and
- (b) who in any such case does not continue as an employee, consultant or director of or to the Company or another Group Company

**Leaver Transfer Notice** shall have the meaning given in Article 16.1

**Lock-In Period** means the period from the Original Date of Adoption up to and including the second anniversary of the Original Date of Adoption, subject to the terms of any shareholders' or investment agreement in respect of the Company from time to time which may shorten or terminate such period

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

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business)

- (b) any fund managed by that Fund Manager
- (c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager or
- (d) any trustee, nominee or custodian of such Investment Fund or of any transferee under paragraphs (a) to (c) above and vice versa

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

**Model Articles** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Original Date of Adoption and reference to a numbered Model Article is a reference to that article of the Model Articles

**Nasdaq** means the Nasdaq National Stock Market of the Nasdaq Stock Market Inc.

**New Securities** means any shares or other securities convertible into shares, or carrying the right to subscribe for shares, issued by the Company after the Original Date of Adoption, other than pursuant to Funding Share Issues

**Option Pool Shares** means the number of E Ordinary Shares referred to in clause 6.1 of the Investment Agreement (whether issued or unissued)

**Original Date of Adoption** means 22 August 2019

**Original Shareholder** shall have the meaning given in Article 14.1

**Permitted Transfer** means a transfer of Shares in accordance with Article 14 (Permitted Transfers)

**Permitted Transferee** means in relation to:

- (a) a Shareholder who is an individual:
  - (i) any person entitled to Shares in consequence of the death or bankruptcy of an individual Shareholder or any person or trustee to whom such individual Shareholder, if not dead or bankrupt, would be permitted hereunder to transfer the same
  - (ii) a Privileged Relation aged 18 or over; or
  - (iii) the trustee(s) for the time being of a Family Trust acting in that capacity
- (b) a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) any Member of the same Group
- (c) an Investor:
  - (i) any Member of the same Group; or
  - (ii) any Member of the same Fund Group

- (d) a Shareholder which is an Investment Fund:
  - (i) any Member of the same Fund Group as the Investment Fund; or
  - (ii) any unitholder, shareholder, partner, participant in or manager of or adviser to (or an employee of such manager or adviser) the Investment Fund; or
  - (iii) any other Investment Fund managed or advised by the same Fund Manager as the transferring Investment Fund or to any Member of the same Group of such Fund Manager; or
  - (iv) any trustee or nominee of or custodian for the Investment Fund or for any other transferee under paragraphs (d)(i), (d)(ii) or (d)(iii) above; or
- (e) a trustee or nominee of or custodian for an Investment Fund to the Investment Fund or to any of the persons referred to in paragraphs (d)(i), (d)(ii) or (d)(iii) above

**Privileged Relation** means any spouse or civil partner (but not a former spouse or former civil partner upon the dissolution of the marriage or civil partnership), parent, sibling, child, adopted child or stepchild of the Original Shareholder

**Proceeds of Sale** means the consideration payable (including any deferred consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale

**REEIF** means REEIF II Luxembourg S.A R.L.

**REEIF Investor Director** means the directors nominated by REEIF from time to time in accordance with Article 20.1 or 20.4 and **REEIF Investor Director** will mean any such person

**Realisation** means any dividend paid in accordance with Article 5.1 and any distribution of assets made in accordance with Article 6.1

**Realisation Proceeds** means the amount to be distributed in respect of any Realisation

**Recipient** shall have the meaning given in Article 28 (Data protection)

**Recipient Group Companies** shall have the meaning given in Article 28 (Data protection)

**Relevant Entitlement** shall have the meaning given in Article 11.3

**Relevant Member** means a Shareholder who has acquired Shares from an Employee pursuant to one or more Permitted Transfers

**Relevant Percentage** means at any one time the percentage of Investor Shares held by the relevant Investor in direct proportion to the aggregate number of Investor Shares held by all Investors

**Sale Shares** has the meaning set out in Article 16.1

**Seller** has the meaning set out in Article 16.1

**Shareholder** means any holder of any Shares

**Shares** means the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares, the E Ordinary Shares and any shares of any other class in the capital of the company from time to time and **Share** means any one of them

**Share Sale** means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring the entire issued share capital of the Company

**Subsidiary, Subsidiary Undertaking and Parent Undertaking** shall have the meanings set out in sections 1159 and 1162 of the Act

**Transfer Price** shall have the meaning given in Article 16.1

### **3 Liability of shareholders**

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

### **4 Share capital**

- 4.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares created and/or issued after the Original Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 4.2 Except as otherwise provided in these Articles, the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares and the E Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 4.3 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, subject to and in accordance with the terms of these Articles.
- 4.4 Any Shareholder may by written notice, prior to any payment or other distribution due to it pursuant to Articles 5 (Dividends), 6 (Liquidation or return of capital) and/or 8 (Exit provisions), instruct the Company to pay or allocate such payment or other distribution to any other person (subject to the Board satisfying itself as to such person's identity and that payment to such person would not constitute a breach by the Company of any Law).

### **5 Dividends**

- 5.1 Every dividend shall be distributed amongst A Ordinary Shareholders, B Ordinary Shareholders and D Ordinary Shareholders (*pari passu* as if the A Ordinary Shares, B Ordinary Shares and D Ordinary Shares constituted one class of Share) *pro rata* according to the numbers of such Shares held by them respectively and shall accrue on a daily basis assuming a 365 day year, PROVIDED THAT, subject to Articles 6.2 and 7:

- (a) in the event that the C/E Ordinary Shareholder Hurdle has been met prior to such dividend being declared, any such dividend shall be paid amongst all the Shareholders (*pro rata* to the number of Shares held by them as if the Shares constituted one class of Share); and
- (b) to the extent that the C/E Ordinary Shareholder Hurdle has not been met prior to such dividend, but the payment of any such dividend to the A Ordinary Shareholders, B

Ordinary Shareholders and D Ordinary Shareholders will result in the C/E Ordinary Shareholder Hurdle being met, then the dividend shall be payable to the A Ordinary Shareholders, B Ordinary Shareholders and D Ordinary Shareholders only (pro rata to the number of Shares held by them as if the Shares constituted one class of Share) up to an aggregate amount that results in the C/E Ordinary Shareholder Hurdle being met, and any balance shall then be paid to all the Shareholders (pro rata to the number of Shares held by them as if the Shares constituted one class of Share).

5.2 All dividends are expressed net and shall be paid in cash.

5.3 The Deferred Shares shall not entitle the holders of them to receive any dividends or other distributions.

## **6 Liquidation or return of capital**

6.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities (including any loan notes held by Investors at the relevant time) shall be applied as follows (to the extent that the Company is lawfully permitted to do so), subject to Article 7:

- (a) first, subject, in the case of the A Ordinary Shareholders and B Ordinary Shareholders only, to Article 6.2, in dividing the surplus (if any) between the A Ordinary Shareholders, B Ordinary Shareholders and D Ordinary Shareholders (*pari passu* as if the A Ordinary Shares, B Ordinary Shares and D Ordinary Shares constituted one class of Share) pro rata according to the numbers of such Shares held by them, until the aggregate amount distributed to the A Ordinary Shareholders, B Ordinary Shareholders and D Ordinary Shareholders pursuant to this Article 6.1(a) is equal to the C/E Ordinary Shareholder Hurdle; and
- (b) second, in dividing any surplus remaining between all the Shareholders (pro rata to the number of Shares held by them as if the Shares constituted one class of Share, provided that as between the A Ordinary Shareholders and B Ordinary Shareholders the aggregate amount allocated to them shall be divided between them in accordance with Article 6.2).

6.2 Without prejudice to the provisions of Articles 5 and 6.1, and in particular to the rights of the C Ordinary Shareholders, the D Ordinary Shareholders and the E Ordinary Shareholders thereunder, the aggregate amounts to be distributed to the A Ordinary Shareholders and B Ordinary Shareholders pursuant to Article 5, Article 6.1 (a) and Article 6.1(b) above shall be divided between the A Ordinary Shareholders and the B Ordinary Shareholders as follows:

- (a) first, in distributing to the A Ordinary Shareholders and the B Ordinary Shareholders an amount equal to the aggregate of:
  - (i) all consideration paid for the ordinary shares, preference shares and loan notes purchased by the A Ordinary Shareholders pursuant to the Share Purchase Agreement on First Completion (as defined in the Share Purchase Agreement) and (if it has taken place on or before that time) Second Completion; and
  - (ii) the aggregate amount subscribed for Shares by the A Ordinary Shareholders and the B Ordinary Shareholders pursuant to all Funding Share Issues and any other subscriptions for shares, loan notes or equity-linked instruments (in each case including all share premium paid thereon) completed in the period from (and including) the Original Date of Adoption to (and including) the date of such

distribution (but without double counting with consideration referred to in Article 6.2(a)(i) above),

such amount to be divided between the A Ordinary Shareholders (pro rata to the number of A Ordinary Shares held by them) and the B Ordinary Shareholders (pro rata to the number of B Ordinary Shares held by them) on a *pari passu* basis and in the proportions in which the A Ordinary Shareholders (on the one hand) and the B Ordinary Shareholders (on the other hand) paid or subscribed the amounts contemplated by paragraphs (i) and (ii) in this Article 6.2(a);

- (b) second, in paying to the B Ordinary Shareholders (pro rata to the number of B Ordinary Shares held by them and on a *pari passu* basis) an amount equal to 93,389 (being the number of the B Ordinary Shares in issue immediately following the Original Date of Adoption), less such number of B Ordinary Shares as have been transferred to CIIF on Second Completion (if it has taken place on or before that time), multiplied by £371.80; and
- (c) thereafter, in dividing the surplus (if any) between the A Ordinary Shareholders and B Ordinary Shareholders on a *pari passu* basis and in accordance with their respective Relevant Percentages.

## **7 Conversion of C Ordinary Shares and E Ordinary Shares to Deferred Shares**

7.1 In the event that the Investors or their successors in title (in any combination) have not subscribed for Shares following the Original Date of Adoption up to an aggregate gross subscription amount of £16,800,000 in respect of the Agreed New Funding by the time that a Realisation occurs, then for the purposes of Articles 5 and 6, the pro rata entitlement of the C Ordinary Shareholders and the E Ordinary Shareholders to the Realisation Proceeds shall be calculated as though a C/E Share Conversion has been implemented in accordance with this Article 7.

7.2 Immediately prior to any Realisation in the circumstances referred to in Article 7.1, such number of:

- (a) C Ordinary Shares out of the number of C Ordinary Shares allotted on or around the Original Date of Adoption pursuant to the Investment Agreement (the **Initial C Shares**) (but not any other C Ordinary Shares); and

- (b) E Ordinary Shares out of the Option Pool Shares (but not any other E Ordinary Shares),

specified in Article 7.3 will be notionally (but not actually) converted into Deferred Shares. Such Deferred Shares will be allocated from the Realisation Proceeds being distributed under Article 5.1(b) or 6.1(b) (as applicable) an amount equal to £1.00 in aggregate.

7.3 The number of Initial C Shares and Option Pool Shares to be notionally converted into Deferred Shares (a **C/E Share Conversion**) shall be:

- (a) in the case of Initial C Shares, the number of Initial C Shares such that the number of Initial C Shares remaining following such notional conversion are equal to 7% of the Equity Shares; and
- (b) in the case of Option Pool Shares, the number of Option Pool Shares such that the number of Option Pool Shares remaining following such notional conversion are equal to 1% of the Equity Shares.

7.4 Upon any Realisation the Shareholders will enter into such agreements or arrangements as are reasonably determined by the Board (with Investor Consent) to be necessary to give effect to the provisions set out in this Article 7.

## **8 Exit provisions**

### **8.1 Share Sale**

On a Share Sale, the Proceeds of Sale shall be distributed in the order of priority set out in Article 6 (Liquidation or return of capital) and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed.

### **8.2 Asset Sale**

On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 6 (Liquidation or return of capital) provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action reasonably required by the Investor Majority (including, but without prejudice to the generality of this Article 8.2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 6 (Liquidation or return of capital) applies.

### **8.3 IPO**

Immediately prior to and conditionally upon an IPO the Shareholders shall enter into such reorganisation of the share capital of the Company as they may agree (or, in default of agreement, as an Investor Majority shall reasonably determine) to ensure that the IPO Value is allocated between the Shareholders in the same proportions as provided for in Article 6 (Liquidation or return of capital).

## **9 Votes in general meeting**

9.1 Each A Ordinary Share and B Ordinary Share shall entitle the holder to receive notice of, to attend, and to vote at, general meetings of the Company and to receive copies of and vote on a proposed written resolution.

9.2 Subject to Article 13.9(a)(i):

- (a) on a show of hands every A Ordinary Shareholder and B Ordinary Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote;
- (b) on a poll every A Ordinary Shareholder and B Ordinary Shareholder so present shall have one vote for each Ordinary Share held by him; and



- (c) on a written resolution every A Ordinary Shareholder and B Ordinary Shareholder shall have one vote for each Ordinary Share held by him.

9.3 No Deferred Share, C Ordinary Share, D Ordinary Share or E Ordinary Share shall entitle its holder to receive notice of or attend any general meeting of the Company nor shall it entitle the holder to vote upon any resolution.

9.4 A poll may be demanded by the Directors or any person having the right to vote on the resolution. A demand for a poll that is withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. Polls must be taken immediately after demand and in such manner as the Directors agree.

## **10 Variation of rights**

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

10.2 No amendment shall be made to these Articles which would adversely affect the economic rights or entitlements or rights of pre-emption on allotment of the holders of the C Ordinary Shares, the D Ordinary Shares or the E Ordinary Shares without the consent in writing of the holders of more than 75% in nominal value of the issued Shares of that class, unless such amendments apply mutatis mutandis to the A Ordinary Shares and the B Ordinary Shares.

## **11 Allotment of new Shares or other securities: Pre-emption**

11.1 Subject to the remaining provisions of this Article 11, the Directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to:

- (a) offer, allot or grant rights to subscribe for;
- (b) grant rights to convert securities into; or
- (c) otherwise deal in, or dispose of,

any Shares or any other relevant securities in the Company to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that:

- (i) this authority shall be limited to a maximum nominal amount of Shares equal to £150;
- (ii) this authority shall only apply insofar as the Company in a general meeting has not waived or revoked it; and
- (iii) this authority may only be exercised for a period of five years commencing upon the Original Date of Adoption, save that the Directors may make an offer or agreement which would or might require relevant securities to be allotted after the expiry of such authority (and the Directors may allot relevant securities in pursuance of an offer or agreement as if such authority had not expired).

11.2 In accordance with section 567(1) of the Act, sections 561(1) and 562 of the Act do not apply to an allotment of equity securities made by the Company.

11.3 if the Company proposes to allot any New Securities other than pursuant to a Funding Share

Issue, those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Equity Shares on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of Equity Shares held by those holders (as nearly as may be without involving fractions) (**Relevant Entitlement**). The offer:

- (a) shall be in writing, give details of the number and subscription price of the New Securities and shall stipulate a time not exceeding 14 days within which it must be accepted or in default will lapse; and
- (b) may stipulate that any Shareholder who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities (**Excess Securities**) for which they wish to subscribe.

11.4 Any New Securities not accepted by Shareholders pursuant to the offer made to them in accordance with Article 11.3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 11.3 and in the event that there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants on a pro rata basis to the number of Equity Shares held by the applicants immediately prior to the offer made to Shareholders in accordance with Article 11.3 (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him) and after that allotment, any Excess Securities remaining shall be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the Shareholders.

11.5 Subject to Article 11.3 and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

11.6 The provisions of Articles 11.3 to 11.5 shall not apply to:

- (a) the issue of any shares in the capital of the Company or grant of a right to subscribe for, or to convert securities into, shares in the capital of the Company to any employee or director of or consultant to the Company or any of its subsidiaries, in each case in accordance with any Equity Incentive Plan;
- (b) New Securities issued or granted in order for the Company to comply with its obligations under these Articles, the Investment Agreement or in respect of any Funding Share Issue; and
- (c) New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by Investor Consent.

11.7 Where any securities which are Equity Shares in the capital of the Company are issued or transferred to any existing holder of:

- (a) A Ordinary Shares, such securities shall, on and from the time of registration of the allotment or transfer of such shares in the register of Shareholders of the Company,

be immediately and automatically (without resolution of the Shareholders or Directors) designated as A Ordinary Shares;

- (b) B Ordinary Shares, such securities shall, on and from the time of registration of the allotment or transfer of such shares in the register of Shareholders of the Company, be immediately and automatically (without resolution of the Shareholders or Directors) designated as B Ordinary Shares;
- (c) C Ordinary Shares, such securities shall, on and from the time of registration of the allotment or transfer of such shares in the register of Shareholders of the Company, be immediately and automatically (without resolution of the Shareholders or Directors) designated as C Ordinary Shares;
- (d) D Ordinary Shares, such securities shall, on and from the time of registration of the allotment or transfer of such shares in the register of Shareholders of the Company, be immediately and automatically (without resolution of the Shareholders or Directors) designated as D Ordinary Shares; and
- (e) E Ordinary Shares, such securities shall, on and from the time of registration of the allotment or transfer of such shares in the register of Shareholders of the Company, be immediately and automatically (without resolution of the Shareholders or Directors) designated as E Ordinary Shares,

PROVIDED THAT any C Ordinary Shares, D Ordinary Shares and E Ordinary Shares which are issued or transferred to any existing holder of C Ordinary Shares, D Ordinary Shares or E Ordinary Shares shall not be automatically redesignated in accordance with this Article 11.7.

- 11.8 Any Employee, Director, or prospective employee or director to whom Shares shall be allotted shall enter into an election (jointly with his or her employer) under section 431(1) ITEPA in respect of such Shares within the relevant time period for making such election specified in section 431 ITEPA.

## **12 Lien**

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

## **13 Transfers of Shares - General**

- 13.1 No Shareholder shall, during the Lock-In Period, transfer, mortgage, charge or otherwise dispose of the whole or any part of his interest in, or grant any option or other rights over, any Shares except by a Permitted Transfer or in accordance with Articles 15 or 16 or as otherwise expressly provided in the Investment Agreement.
- 13.2 Save as provided in Article 14 and in any shareholders' or investment agreement in respect of the Company from time to time, no Shareholder other than the Investors may transfer Shares without Investor Consent.
- 13.3 In these Articles, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 13.4 No Share may be transferred unless the transfer is made in accordance with these Articles.

- 13.5 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles or as otherwise provided in any shareholders' or investment agreement in respect of the Company from time to time he will be deemed immediately to have served a Compulsory Transfer Notice in respect of all Shares held by him and Article 15.2 shall apply.
- 13.6 Any transfer of a Share by way of sale which is required to be made under Articles 15 or 16 below will be deemed to include a warranty that the transferor is the holder and owner of the whole right, title and interest in and to the Share free from all Encumbrances and there exists no agreement or arrangement to create any such Encumbrance.
- 13.7 The Directors may refuse to register a transfer if:
- (a) it is a transfer of a share to a bankrupt, a minor or a person of unsound mind;
  - (b) the transfer is to an Employee, Director, or prospective employee or director and such person has not entered into an election (jointly with his or her employer) under section 431(1) ITEPA.
- 13.8 The Board shall, as a condition to the registration of any transfer of Shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Investment Agreement or any similar document in force between some or all of the shareholders and the Company in any form as the Board may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 13.8 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 13.9 To enable the Board to determine whether or not there has been any disposal of Shares (or any interest in Shares) in breach of these Articles the Board may, and shall if so requested with Investor Director Consent, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Board or the Investor Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Board may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name. If the information or evidence is not provided to enable the Board to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence provided the Board are reasonably satisfied that a breach has occurred, the Board shall immediately notify the holder of such Shares in the capital of the Company in writing of that fact and the following shall occur:
- (a) the relevant Shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights:
    - (i) to vote whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company (or at any separate meeting of the class in question) provided that such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor; or
    - (ii) to receive dividends or other distributions; or
    - (iii) otherwise attaching to those Shares or to any further Shares issued in respect

of those Shares; and

- (b) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Board may require by notice in writing to that holder.
- 13.10 The rights referred to in Article 13.9(a) above may be reinstated by the Board subject to Investor Director Consent and shall in any event be reinstated upon the completion of any transfer referred to in Article 13.9(b) above.
- 14 Permitted Transfers**
- 14.1 Subject to Article 13.4 and the remaining provisions of this Article 14, a Shareholder (**Original Shareholder**) may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 14.2 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise. Shares previously transferred as permitted by this Article 14.2 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 14.3 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must on or before the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise, failing which it will be deemed to have given a Compulsory Transfer Notice in respect of those Shares and Article 15.2 shall apply.
- 14.4 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must on or before the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Fund Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise, failing which it will be deemed to have given a Compulsory Transfer Notice in respect of those Shares and Article 15.2 shall apply.
- 14.5 On the death (subject to Article 14.2), bankruptcy or sequestration, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy or sequestration order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if the Original Shareholder has died or is bankrupt or is in liquidation or if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not so executed and delivered within such five Business Days period the personal representative or trustee in bankruptcy or liquidator or administrator or administrative receiver will be deemed to

have given a Compulsory Transfer Notice in respect of those Shares and Article 15.2 shall apply.

- 14.6 Where Shares have been transferred under Article 14.1 to any trustee(s) of a Family Trust, a transfer of the legal interest in any such Shares by any trustee(s) of such Family Trust acting in that capacity may be made to:

- (a) any other or new trustee(s) of that Family Trust acting in that capacity; or
- (b) to the trustee(s) for the time being of any other Family Trust to which the Shares could have been transferred under Article 14.1.

- 14.7 Where Shares have been transferred under Article 14.1 to any trustee(s) of a Family Trust, such trustee acting in that capacity may transfer the entire legal and beneficial interest in such Shares to any beneficiary of that trust aged 18 or over who has become absolutely entitled to the Shares proposed to be transferred or to any Privileged Relation of the Original Shareholder.

## **15 Compulsory Transfers - General**

- 15.1 A person entitled to a Share in consequence of the bankruptcy or sequestration of a Shareholder shall be deemed to have given a Compulsory Transfer Notice in respect of that Share at a time determined by the Directors.

- 15.2 Once deemed to be given, the Compulsory Transfer Notice will constitute the Company as the agent of the Compulsory Transferor for the sale of the Shares subject to it (the **Compulsory Transfer Shares**) in accordance with Articles 15.8 and 15.9 at the **Compulsory Transfer Price**, which shall be a price per Share:

- (a) agreed between the Compulsory Transferor and the Board (with Investor Consent) within a period of 15 Business Days after the Compulsory Transfer Notice has been deemed to be given; or
- (b) in the absence of agreement, or if the Board (with Investor Consent) or an Investor Majority so elects within the 15 Business Day period referred to in Article 15.2(a), at Fair Value (as determined in accordance with Article 16.9 below).

- 15.3 Once a Compulsory Transfer Notice is deemed to be given in respect of any Share then no Permitted Transfer may be made in respect of such Share without Investor Consent.

- 15.4 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Board may require the legal personal representatives of that deceased Shareholder either:

- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
- (b) to show to the satisfaction of the Board that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 15.4 shall not be fulfilled to the satisfaction of the Board a Compulsory Transfer Notice shall be deemed to have been given in respect of each such Share and Article 15.2 shall apply save to the extent that the Board may otherwise determine.

- 15.5 Other than in relation to an Investor, if a Shareholder which is a company either suffers or

resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, the relevant Shareholder shall be deemed to have given a Compulsory Transfer Notice in respect of all the Shares held by the relevant Shareholder and Article 15.2 shall apply, save to the extent that, and at a time, the Board may otherwise determine.

- 15.6 Subject to Article 15.7, if there is a change in control (as control is defined in section 1124 CTA 2010) of any Shareholder which is a body corporate, it shall be bound at any time to give (or procure the giving of in the case of a nominee) a Compulsory Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names and Article 15.2 shall apply save that, in the case of a Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee of such Original Shareholder before being required to serve a Compulsory Transfer Notice.
- 15.7 Article 15.6 shall not apply to a change in control (as control is defined in section 1124 CTA 2010) of an Investor provided that the relevant control in that Investor continues to be held by a Member of the same Fund Group as CIIF or REEIF (as the case may be).
- 15.8 The Board may (and shall, if directed by an Investor Majority), at any time in the 60 Business Days after the Compulsory Transfer Price has been agreed or determined, offer the Compulsory Transfer Shares to Board Invitees inviting them to respond in writing to apply to purchase some or all of the Compulsory Transfer Shares that have been offered to them by the Board at the Compulsory Transfer Price. The Board (with Investor Consent) may waive the requirement to offer the Compulsory Transfer Shares to Board Invitees at any time in the 60 Business Days after the Compulsory Transfer Price has been agreed or determined.
- 15.9 For the purpose of this Article 15, **Board invitees** shall mean such person(s) as are nominated by the Board (acting with Investor Consent), which may include (without limitation) one or more of:
- (a) another Employee or Employees nominated by the Investor Majority; and/or
  - (b) the trustee of an Employee Trust; and/or
  - (c) the Company (subject always to the provisions of the Act); and/or
  - (d) all Shareholders (other than the Compulsory Transferor or any other Shareholder who is deemed to have given a Compulsory Transfer Notice or Leaver Transfer Notice),

for allocation as the Board shall determine.

## **16 Compulsory Transfers - Employees**

- 16.1 If any Employee becomes a Leaver, the relevant Employee (and the Relevant Member in respect of such Employee) (**Seller**) shall (unless and to the extent that an Investor Majority resolves otherwise) be deemed to have given notice in writing (**Leaver Transfer Notice**) in respect of the sale of all the Employee Shares (**Sale Shares**) held by him on the Effective Termination Date. The price for the Sale Shares shall be either (1) such price as has been agreed between the Company and the relevant Employee who is a Leaver pursuant to the terms of any shareholders', investment or employment agreement in respect of the Company from time to time or, in the absence of any such agreement (2) the price calculated as follows (**Transfer Price**):

- (a) where the relevant Employee ceases to be an Employee by reason of being a Bad

Leaver, the lower of Fair Value and the nominal value of the Sale Shares;

- (b) where the relevant Employee first acquired any Employee Shares prior to the Date of Adoption and ceases to be an Employee by reason of being a Good Leaver, as determined in accordance with the following table:

<b>(1) Effective Termination Date</b>	<b>(2) Transfer Price of the Sale Shares</b>
On or before the date falling on the first anniversary of the Original Date of Adoption	The nominal value of the Sale Shares in respect of 100 per cent. of the Sale Shares
After the date falling on the first anniversary of the Original Date of Adoption but on or before the date falling on the second anniversary of the Original Date of Adoption	Fair Value in respect of 20 per cent. of the Sale Shares and the nominal value of the Sale Shares in respect of 80 per cent. of the Sale Shares
After the date falling on the second anniversary of the Original Date of Adoption but on or before the date falling on the third anniversary of the Original Date of Adoption	Fair Value in respect of 40 per cent. of the Sale Shares and the nominal value of the Sale Shares in respect of 60 per cent. of the Sale Shares
After the date falling on the third anniversary of the Original Date of Adoption but on or before the date falling on the fourth anniversary of the Original Date of Adoption	Fair Value in respect of 60 per cent. of the Sale Shares and the nominal value of the Sale Shares in respect of 40 per cent. of the Sale Shares
After the date falling on the fourth anniversary of the Original Date of Adoption but on or before the date of the earlier to occur of (i) completion of an Exit or (ii) the seventh anniversary of the Original Date of Adoption	Fair Value in respect of 80 per cent. of the Sale Shares and the nominal value of the Sale Shares in respect of 20 per cent. of the Sale Shares
After the earlier to occur of (i) completion of an Exit or (ii) the seventh anniversary of the Original Date of Adoption	Fair Value in respect of 100 per cent. of the Sale Shares

- (c) where the relevant Employee first acquired any Employee Shares on or after the Date of Adoption and ceases to be an Employee by reason of being a Good Leaver, as determined in accordance with the following table (and for the avoidance of doubt, more than one row of the table may be applicable if the relevant Employee has acquired Employee Shares on different dates):

<b>(1) Date of Acquisition</b>	<b>(2) Transfer Price of the relevant Sale Shares</b>
One year or less before the Effective Termination Date	The nominal value of 100 per cent. of such Sale Shares
Two years or less but more than one year before the Effective Termination Date	Fair Value in respect of 20 per cent. of such Sale Shares and the nominal value in respect of 80 per cent. of such Sale Shares
Three years or less but more than two years before the Effective Termination Date	Fair Value in respect of 40 per cent. of such Sale Shares and the nominal value in respect of 60 per cent. of such Sale Shares
Seven years or less but more than three years before the Effective Termination Date and the Effective Termination Date is on or before the date of completion of an Exit	Fair Value in respect of 60 per cent. of such Sale Shares and the nominal value in respect of 40 per cent. of such Sale Shares
More than seven years before the Effective	Fair Value in respect of 100 per cent. of such



Termination Date or the Effective Termination Date is after the date of completion of an Exit	Sale Shares
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- 16.2 The Leaver Transfer Notice will constitute the Company as the agent of the Seller for the sale of the Sale Shares. Once a Leaver Transfer Notice is given in respect of any Share then no Permitted Transfer may be made in respect of such Share without Investor Consent.
- 16.3 The Board shall offer the Sale Shares at the Transfer Price in the following order of priority (and in such proportions and giving such deadlines for acceptance of the offer as it shall determine):
- (a) to a person or persons nominated by an Investor Majority to take the departing Employee's place conditionally upon them commencing employment with the Company; and/or
  - (b) to another Employee or Employees nominated by the Investor Majority; and/or
  - (c) to the trustee of an Employee Trust; and/or
  - (d) to the Company (subject always to the provisions of the Act); and/or
  - (e) to all Shareholders (other than the Seller or any other Shareholder who is deemed to have given a Compulsory Transfer Notice or Leaver Transfer Notice).
- 16.4 The Board shall give written notice of allocation (**Allocation Notice**), within 10 Business Days of the Leaver Transfer Notice being deemed to have been given, to the Seller and each person including any Shareholder and/or the Company (as applicable) who has accepted the offer set out in Article 16.3, to whom Sale Shares have been allocated (**Applicant**) specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares (subject always to the provisions of the Act where the Applicant is the Company and to the determination of Fair Value in accordance with Articles 16.8 to 16.15 if applicable).
- 16.5 The Seller shall retain any Sale Shares which are not the subject of an Allocation Notice pursuant to this Article 16.
- 16.6 Upon service of an Allocation Notice, the Seller must, on payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- 16.7 If the Seller fails to comply with the provisions of Article 16.6:
- (a) any Director, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
    - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
    - (ii) receive the Transfer Price and give a good discharge for it; and
    - (iii) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
  - (b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity, in a

form reasonably satisfactory to the Board, in respect of any lost certificate).

- 16.8 In the event that a Fair Value is required to be determined the Board shall appoint the Auditors to certify the Fair Value of the Sale Shares (the **Expert Valuers**).
- 16.9 The **Fair Value** of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
  - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - (c) that the Sale Shares are capable of being transferred without restriction;
  - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, but taking due account of the order of priority set out in Article 6 (Liquidation or return of capital); and
  - (e) reflecting any other factors which the Expert Valuers reasonably believe should be taken into account.
- 16.10 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuers shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 16.11 The Expert Valuers shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 16.12 The Expert Valuers shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 16.13 The Board will give the Expert Valuers access to all accounting records and other relevant documents of the Company for the purposes of calculating the Fair Value and subject to them agreeing such confidentiality provisions as the Board may reasonably impose.
- 16.14 The Expert Valuers shall deliver their certificate stating the Fair Value to the Company. As soon as the Company receives the certificate, it shall deliver a copy of it to the Seller.
- 16.15 The cost of obtaining the certificate shall be paid by the Company.

## **17 Proxies**

The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

- (a) be deposited at the registered office or at any other place within the United Kingdom as may be specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the Chairman or to the secretary or to any Director; or

- (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the Chairman or to the secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the secretary or to any Director or scrutineer, and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

## **18 Directors' borrowing powers**

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

## **19 Number of Directors**

Unless and until the Company in a general meeting shall otherwise determine, the number of Directors shall be not less than four.

## **20 Appointment of Directors**

- 20.1 For such time as REEIF constitutes an Investor Majority and, together with its Permitted Transferees, holds at least 10% of the Shares from time to time, REEIF and its Permitted Transferees shall be entitled to nominate two persons to act as Director(s) of the Company by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove any such REEIF Investor Director from office. REEIF and its Permitted Transferees shall be entitled to remove each nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place. For the avoidance of doubt, the rights to appoint REEIF Investor Directors pursuant to this Article 20.1 shall be in addition to the right to appoint a Chairman pursuant to Article 20.7.
- 20.2 If Article 20.3 does not apply, for such time as CIIF and its Permitted Transferees hold at least 10% of the Shares from time to time, CIIF and its Permitted Transferees shall be entitled to nominate one person to act as a Director of the Company by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove any such CIIF Investor Director from office. CIIF and its Permitted Transferees shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place.
- 20.3 For such time as CIIF constitutes an Investor Majority and, together with its Permitted Transferees, holds at least 10% of the Shares from time to time, CIIF and its Permitted Transferees shall be entitled to nominate two persons to act as Director(s) of the Company by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove any such CIIF Investor Director from office. CIIF and its Permitted Transferees shall be entitled to remove each nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place. For the avoidance of doubt, the rights to appoint CIIF Investor Directors pursuant to this Article 20.3 shall be in addition to the right to appoint a Chairman pursuant to Article 20.7.
- 20.4 If Article 20.1 does not apply, for such time as REEIF and its Permitted Transferees hold at least 10% of the Shares from time to time, REEIF and its Permitted Transferees shall be entitled to nominate one person to act as a Director of the Company by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to

remove any such REEIF Investor Director from office. REEIF and its Permitted Transferees shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place.

- 20.5 The chief executive officer of the Company from time to time will have the right to be appointed as a director of the Company, for so long as he or she is an employee of the Company in the role of chief executive officer and is not a Leaver. In the event that he or she ceases to fulfil the role of chief executive officer or becomes a Leaver, he or she shall be deemed to resign as a director of the Company and each Group Company with immediate effect, and subject to Investor Consent and in accordance with any shareholders' or investment agreement in respect of the Company from time to time, the Directors shall appoint the new chief executive officer to be a director of the Company once such person has become an employee of the Company in the role of chief executive officer.
- 20.6 If the chief financial officer of the Company from time to time is appointed as a director of the Company, in the event that he or she ceases to fulfil the role of chief financial officer or becomes a Leaver, he or she shall be deemed to resign as a director of the Company and each Group Company with immediate effect.
- 20.7 The Investor Majority, having consulted with the other Investor and subject only to the other Investor's confirmation that it accepts the proposed chairman's independence (such confirmation not to be unreasonably withheld or delayed), (**Independence Confirmation**), shall be entitled to appoint a chairman (the **Chairman**) (whether from the existing members of the Board or by the appointment of a new director) for successive periods of 12 months, to remove any Chairman so appointed and, subject to an Independence Confirmation, to appoint a replacement Chairman, in each case by notice in writing addressed to the Company on or before each anniversary of the Original Date of Adoption. The Chairman's appointment shall terminate automatically at the end of each period of 12 months (unless previously terminated), but may be renewed for one or more successive periods of 12 months by the Investor Majority. If the Chairman for the time being is unable to attend any meeting of the Board, an Investor Director present at the meeting shall be appointed to act as chairman at the meeting with Investor Director Consent.
- 20.8 An appointment or removal of a Director under Articles 20.1 to 20.6 or the Chairman under Article 20.7 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.

## **21 Disqualification of Directors**

in addition to that provided in Model Article 18, the office of a Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his, her or its office be vacated.

## **22 Proceedings of Directors**

- 22.1 Board meetings shall be held at intervals of not more than one month and at least ten board meetings will be held in each calendar year.
- 22.2 To be quorate, any meeting of the Board must include (i) at least one CIIF Investor Director and (ii) at least one REEIF Investor Director. If such a quorum is not present within an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place at which any two Directors shall constitute a quorum, provided that, where REEIF constitutes an Investor Majority, at least one REEIF Investor Director is present or, where CIIF constitutes an

Investor Majority, at least one CIIF Investor Director is present.

22.3 Decisions of the Directors may be taken:

- (a) at a Directors' meeting; or
- (b) in the form of a Directors' written resolution.

22.4 Any Director may propose a Directors' written resolution. A Directors' written resolution is proposed by giving notice of the proposed resolution to the Directors.

22.5 Notice of a proposed Directors' written resolution must be given in writing to each Director and must indicate:

- (a) the proposed resolution; and
- (b) the time by which it is proposed that the Directors should adopt it.

22.6 A proposed Directors' written resolution is adopted when each Director who would be entitled to vote on the matter at a meeting of Directors has signed one or more copies of it agreeing to its adoption. A decision may not be taken in accordance with this Article if the Director(s) who would be entitled to vote on the matter at a meeting of the Directors would not have formed a quorum at such a meeting.

22.7 It is immaterial whether any Director signs the resolution before or after the time by which the notice proposed that it should be adopted.

22.8 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with the Articles.

22.9 No business of the Company shall be transacted at a meeting of the Directors unless notice of not less than 10 Business Days (or such shorter period as at least one CIIF Investor Director and at least one REEIF Investor Director shall agree, not being shorter than 24 hours) of the meeting has been given to each of the Directors.

22.10 Questions arising at a meeting of the Board shall be decided by a majority of votes. At any meeting of the Board:

- (a) for such time as REEIF constitutes an Investor Majority, the REEIF Investor Director(s) present (regardless of number) will be deemed to have such number of votes at all such meetings, on all resolutions, as constitutes a simple majority of all votes; and
- (b) for such time as CIIF constitutes an Investor Majority, the CIIF Investor Director(s) present (regardless of number) will be deemed to have such number of votes at all such meetings, on all resolutions, as constitutes a simple majority of all votes.

22.11 Proceedings of committees of the Board shall be conducted in accordance with the regulations prescribed by the Board (if any). Subject to those regulations, such proceedings shall be conducted in accordance with applicable provisions regulating the proceedings of the Board. Where the Board resolves to delegate any of its powers, authorities and discretions to a committee and such resolution states that the committee shall consist of any one or more Directors, it shall not be necessary to give notice of a meeting of such committee to any Directors other than the Director or Directors who form the committee.

22.12 All acts done in good faith by a meeting of the Board, or of a committee of the Board, or by a

person acting as a Director, an alternate director or a committee member shall, notwithstanding that it may be discovered afterwards that there was a defect in the convening of the meeting, the appointment of any person so acting or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director, alternate director or committee member and entitled to vote.

## **23 Alternate Directors**

23.1 Any Director (**appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.

23.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.

23.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

23.4 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor. An alternate director who is acting as alternate director to more than one director shall be entitled to one vote for each director for which he is acting as alternate.

23.5 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be Directors;
  - (b) are liable for their own acts and omissions;
  - (c) are subject to the same restrictions as their appointors; and
  - (d) are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.

23.6 A person who is an alternate director, but not a Director (notwithstanding that he may be deemed a Director by virtue of Article 23.5(a) above):

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating) but shall only count once in the quorum if acting as alternate for more than one Director; and
- (b) may participate in a unanimous decision of the Directors (but only if his appointor is a

Director who would be entitled to vote on the matter at a meeting of Directors in relation to that decision, but does not participate).

23.7 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor would be entitled to vote on the matter at a meeting of directors in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.

23.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

23.9 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate, on the date so specified;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a Director terminates.

## **24 Directors' conflicts of interest**

24.1 The Directors may, as provided in this Article 24, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

24.2 Any authorisation of a Conflict will be effective only if:

- (a) the matter in question is proposed by any Director for consideration at a meeting of the Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- (b) any requirement as to quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
- (c) the matter is agreed to without the Director in question voting or would be agreed to if his vote is not counted.

24.3 Any authorisation of a Conflict may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Directors determine (**Conflict Authorisation Terms**); and
- (c) be terminated or varied by the Directors at any time.

- 24.4 Anything done by the Director in question in accordance with the Conflict Authorisation Terms will not be affected by its subsequent termination or variation.
- 24.5 In authorising a Conflict, the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation, if it would amount to a breach of that confidence, to:
- (a) disclose such information to the Directors or to any Director or other officer or employee of the Company; or
  - (b) use or apply any such information in performing his duties as a Director.
- 24.6 Where the Directors authorise a Conflict, they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director in question:
- (a) is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
  - (b) is not given any documents or other information relating to the Conflict; and
  - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 24.7 Where the Directors authorise a Conflict, the Director in question:
- (a) will be obliged to conduct himself in accordance with the Conflict Authorisation Terms; and
  - (b) will not infringe any of the duties he owes to the Company by virtue of sections 171 to 177 of the Act by acting in accordance with the Conflict Authorisation Terms.
- 24.8 A Director is not required, by reason of being a Director (or because of his fiduciary and statutory relationship as a Director), to account to the Company for any remuneration, profit or other benefit which he derives from, or in connection with, a relationship involving a Conflict which has been authorised by the Directors or by the Company in a general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract will be liable to be avoided on such grounds.
- 24.9 Without prejudice to the foregoing provisions of this Article 24, authorisation is given by the Shareholders on the terms of these Articles to each Director in respect of any Conflict that exists as at the Original Date of Adoption or that subsequently arises because (in either case):
- (a) the Director is or becomes a shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of or consultant to, or otherwise in any other way interested or concerned in, the Company; or
  - (b) a Director owes a duty to, or is an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or a direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements of the holding of securities) in the Investors or any Member of the same Fund Group, Zouk Capital LLP or any of the funds advised or managed by Zouk Capital LLP from time to time or another body corporate or firm in which the Investors or any Member of the same Fund Group or any fund advised by Zouk Capital LLP has directly or indirectly invested,



including without limitation any portfolio companies,

(each a **Group Conflict Authorisation**). The Conflict Authorisation Terms applicable to the Group Conflict Authorisation (**Group Conflict Authorisation Terms**) are automatically set by this Article 24.9 so that the Director concerned:

- (a) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the Directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Group Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party; and
- (b) may (but shall be under no obligation to):
  - (i) absent himself from the discussions of, and/or the making of decisions relating to, the Conflict concerned; and
  - (ii) make arrangements not to receive documents and information relating to the Conflict concerned,

and the Company will not treat anything done (or omitted to be done) by the Director concerned in accordance with the Group Conflict Authorisation Terms as a breach by him of his duties under sections 172 to 174 (inclusive) of the Act.

## **25 Directors - Transactions or other arrangements with the Company**

25.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and declaring the nature and extent of his interest in accordance with the requirements of section 177 or 182 of the Act (as the case may be), a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise, directly or indirectly, interested;
- (b) is entitled to vote and count in the quorum on a matter at a meeting of the Directors for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- (c) may vote and count in the quorum at a meeting of the Directors, or of a committee of the Directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm will be entitled to remuneration for professional services as if he were not a Director;
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) will not be accountable to the Company (except as he may otherwise agree) for any

benefit which he, or a person connected with him (as defined in section 252 of the Act), derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate. No such contract, transaction or arrangement will be liable to be avoided on the grounds of any such interest or benefit nor will the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

- 25.2 For the purposes of this Article 25, references to proposed decisions and decision making processes include any Directors' meeting or part of a Directors' meeting.
- 25.3 Subject to Article 25.4, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to an Investor Director whose ruling in relation to any Director, other than himself, is to be final and conclusive.
- 25.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **26 Means of communication to be used**

- 26.1 Anything to be sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by *any of its provisions* to be sent or supplied by or to the Company.
- 26.2 Any notice, document or other information will be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international courier addressed to the intended recipient);
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 26.3 For the purposes of Article 26.2, no account will be taken of any part of a day that is not a Business Day.
- 26.4 In proving that any notice, document or other information was properly addressed, it will be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.
- 26.5 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 to be sent or supplied with such notices or documents for the time being.

- 26.6 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## **27 Indemnities and insurance**

- 27.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director, alternate director, secretary or other officer of the Company (excluding the Auditors, unless and to the extent that the Board determines otherwise) shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities, incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to such duties, including (but without limitation) any liability incurred in defending any proceedings, whether criminal or civil, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 205 of the Act in which relief is granted to him by any court of competent jurisdiction or which are otherwise disposed of without any finding or admission of any material breach of duty on his part.

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

- 27.3 In this Article 27:

- (a) a **relevant officer** means any director or other officer or former director or other officer of the Company or an Associate of the Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act));
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any Associate of the Company or any pension fund or employees' share scheme of the Company or an Associate of the Company.

## **28 Data protection**

Each of the shareholders of the Company (from time to time) consents to the processing of their (or its) personal data by the Company, its shareholders and Directors (each a **Recipient**) for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article 28 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group (**Recipient Group Companies**) and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Company's shareholders (from time to time) consents to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

## **29      Secretary**

The Board may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Board so decides, appoint a replacement, in each case by a decision of the Board.