

AGREED

Company number: 10637337

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

BEAM UP LTD

(Adopted by a special resolution passed on 16th September 2023)

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1 INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the “**Model Articles**”) shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these Articles:
 - 1.3.1 article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - 1.3.2 words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa; and
 - 1.3.3 Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.4 Where there is reference to Series Seed Shares under these Articles, this reference shall be treated, where appropriate in the context, on an as converted basis if the Conversion Ratio has been adjusted.
- 1.5 In respect of any actions or matters requiring or seeking Investor Director Consent under these Articles, if at any time the Chalfen Director has not been appointed or the Chalfen Director declares in writing to the Company that they consider that providing such consent gives rise or may give rise to a conflict of interest to their duties as a Director, such action or matter shall require Investor Consent.

1.6 The mission of the Company

- 1.6.1 the Company is a social impact business that generates revenues by achieving measurable social impact. The Investors highly value this measurable social impact;
- 1.6.2 the Company exists to support disadvantaged people, economies and societies by providing services including in employment, housing and upskilling services that are commissioned by government;
- 1.6.3 the Company believes the best way to create long-term shareholder value is to focus on the delivery of the highest quality services to disadvantaged people, government, employers and other stakeholders;
- 1.6.4 the Company is apolitical. The Investors will refrain from making political statements related to the Company's core areas of activities including homelessness, refugees, the prison system and prison leavers and social disadvantage and will not hold themselves out as a spokesperson for the Company without the prior written approval of the Board; and
- 1.6.5 the Company thinks long-term and will grow at the appropriate pace to ensure the highest quality services to disadvantaged people and the safety and welfare of beneficiaries,

(the "**Company's Mission Statement**").

1.7 The objects of the Company

- 1.7.1 The objects of the Company are to promote the success of the Company:
 - a) for the benefit of its members as a whole; and
 - b) through its business and operations, to have a material positive impact on (i) society and (ii) the environment,taken as a whole.
- 1.7.2 A Director must act in the way he or she considers, in good faith, most likely to promote the success of the Company in achieving the objects set out in paragraph 1.7.1 above, and in doing so shall have regard (amongst other matters) to:
 - a) the likely consequences of any decision in the long term and the impact any such decision may have on any affected stakeholders,
 - b) the interests of the Company's employees,
 - c) the need to foster the Company's business relationships with suppliers, customers and others,
 - d) the impact of the Company's operations on the community and the environment and on affected stakeholders,
 - e) the desirability of the Company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders, and
 - f) the need to act fairly as between members of the Company,

(together, the matters referred to above shall be defined for the purposes of this Article as the “**Stakeholder Interests**” and each a “**Stakeholder Interest**”).

- 1.7.3 For the purposes of a Director’s duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.
- 1.7.4 Nothing in this Article express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).
- 1.7.5 The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company’s business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Act 2006, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

2 DEFINITIONS

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

“**Act**” 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);

“**Actions**” has the meaning given in Article 6.4;

“**Affiliate**” with respect to any Investor, any other person who, directly or indirectly, controls, is controlled by, or is under common control with such Investor, including, without limitation, any general partner, managing member, officer or director of such Investor or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management or advisory company with, such Investor and, in respect of MMC only, includes MMC Ventures and/or any MMC Fund;

“**Arrears**” in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient Available Profits to pay such dividend or sums, together with all interest and other amounts payable on that Share;

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

“**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; and/or
- c) any Member of the same Fund Group;

"Auditors" the auditors of the Company from time to time, or if the Company has not appointed auditors, the Company's accountants from time to time;

"Available Profits" profits available for distribution within the meaning of part 23 of the Act;

"Bad Leaver" means:

- a) a person who ceases to be an Employee at any time as a consequence of that person's:
 - i lawful dismissal or termination as an Employee for (i) fraud (ii) dishonesty (iii) gross misconduct, or (iv) conviction of a criminal offence where the Employee is given a determinate custodial sentence;
 - ii lawful dismissal or termination as an Employee for breaching any Restrictive Covenant; and/or
 - iii resignation in circumstances where the Company or Group Company (as applicable) would have been entitled to dismiss him/her on the grounds outlined in limbs (a)(i) and/or (a)(ii) above; or
- b) a Former Employee who breaches (or has breached) in any material respect any Restrictive Covenant owed by him to the Company and/or any or all Group Companies, (which, may include any person who previously ceased to be an Employee but was not at the date on which he/she ceased to be an Employee determined to be a Bad Leaver);

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

"Business Day" a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);

"Chalfen" Chalfen Ventures Fund III L.P., a Jersey limited partnership registered as a limited partnership under the Limited Partnerships (Jersey) Law, 1994, acting through its general partner Chalfen Ventures Fund III GP Limited (incorporated in Jersey with company number 142128) whose registered office address is Aztec Group House, 11-15 Seaton Place, St Helier, Jersey JE4 0QH, together with its Permitted Transferees, successors and permitted assigns;

"Chalfen Director" has the meaning given to it in Article 27.4;

"Civil Partner" in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;

"Company" Beam Up Ltd (company number 10637337);

"Company's Mission Statement" as defined in Article 1.6;

"Conditions" have the meanings given in Article 6.5, 6.7 and 6.8 (as applicable);

"Connected Person" any person with whom any relevant person is connected (as determined in accordance with the provisions of section 1122 CTA 2010);

“Controlling Interest” an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the CTA 2010;

“Conversion Date” has the meaning given in Articles 6.5, 6.7, 6.8 and 6.10 (as applicable);

“Conversion Ratio” has the meaning given in Article 6.11;

“Converted Senior Shares” has the meaning given in Article 12.3.1;

“Corporate Shareholder” has the meaning given in Article 9.1.1;

“CTA 2010” the Corporation Tax Act 2010;

“Date of Adoption” the date on which these Articles were adopted;

“Deferred Conversion Date” the date that the Employee Shares convert into Deferred Shares pursuant to Article 19;

“Deferred Shares” deferred shares of £0.00001 each in the capital of the Company from time to time;

“Director(s)” a director or directors of the Company from time to time;

“Effective Termination Date” the date on which the Employee's employment or consultancy terminates;

“electronic address” has the same meaning as in section 333 of the Act;

“electronic form” and **“electronic means”** have the same meaning as in section 1168 of the Act;

“Eligible Director” a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

“Employee” an individual who is employed by, or who provides consultancy services to, the Company or any member of the Group;

“Employee Shares” in relation to an Employee or a Former Employee means all Shares held by:

- a) the Employee or Former Employee in question; and
- b) any Permitted Transferee of that Employee or Former Employee other than those Shares held by those persons that the Board (acting with Investor Director Consent) declares itself satisfied were not acquired directly or indirectly from the Employee or Former Employee or by reason of that person's personal relationship with the Employee or Former Employee;

“Encumbrance” 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 Securities” has the meaning given in sections 560(1) to (3) inclusive of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

“Equity Shares” the Shares other than the Deferred Shares, the Ordinary A Shares and the Ordinary B Shares;

“Exit” a Share Sale, an Asset Sale or an IPO;

“Expert Valuer” is as determined in accordance with Article 17.1;

“Fair Value” is as determined in accordance with Article 17.3;

“Family Trusts” as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

“Financial Year” has the meaning set out in section 390 of the Act;

“Founder Director” such director of the Company nominated by a Founder pursuant to Article 27.1;

“Founders” Alexander Stephany and Sebastian Barker, and each being a **“Founder”**;

“Former Employee” means an Employee (including the Founders) whose employment or consultancy with the Company or any Group Company has been terminated and who is not otherwise continuing as an Employee of the Company or any Group Company;

“Fractional Holders” has the meaning given in Article 6.15;

“Fund Manager” a person whose principal business is to make, manage or advise upon investments in securities;

“Good Leaver” a Leaver other than a Bad Leaver;

“Good Leaver's Percentage” in relation to and for the purposes of determining the number of Employee Shares that are required (pursuant to Article 19.1.1) to be converted into Deferred Shares as a result of a Founder ceasing to be an Employee during the Relevant Period, being the percentage (rounded to the nearest two decimal places) as calculated using the formula below:

$$50 - ((1/48 \times 50) \times NM),$$

where NM = number of full calendar months from the Date of Adoption to the Effective Termination Date, with the effect that that the Good Leaver's Percentage shall be zero on the first day of the 49th month after the Date of Adoption and thereafter;

“Group” the Company and its Subsidiary Undertaking(s) (if any) from time to time and **“Group Company”** shall be construed accordingly;

“hard copy form” has the same meaning as in section 1168 of the Act;

“Holding Company” a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company;

“Investment Agreement” the agreement dated on or around the Date of Adoption made between the Company, the Founders and Chalfen pursuant to which Chalfen subscribed for Seed 1 Shares (as amended and/or supplemented from time to time);

“Investor Director Consent” means the prior written consent of the Chalfen Director (which may take the form of a written resolution of the Directors approving the relevant matter(s) which has been signed by the Chalfen Director);

“Investor Consent” the prior written consent of an Investor Majority;

“Investor Majority” the holders of a majority of the Series Seed Shares held by the Investors which must include the consent of Chalfen;

“Investors” Chalfen, the TP Investor, MMC, Tiny, the Other Investors (excluding any holders of Ordinary A Shares and/or Ordinary B Shares) and their respective Permitted Transferees;

“IPO” the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ or the Official List of the Financial Conduct Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

“Issue Price” the price at which the relevant Share is issued (including any premium);

“ITA” the Income Tax Act 2007;

“ITEPA” the Income Tax (Earnings and Pensions) Act 2003;

“Key Investors” Chalfen, the TP Investor, MMC and each other Investor holding Equity Shares equivalent to at least 1% of the issued share capital from time to time;

“Leaver” a Founder who ceases to be an Employee;

“a Member of the same Fund Group” if the Shareholder is a fund, partnership, company, syndicate or other entity whose principal business is to make investments in securities or whose business is managed by a Fund Manager or if the Shareholder is a person participating in a portfolio investment management service operated on a collective basis or non-discretionary basis by a Fund Manager (each an **“Investment Fund”**) or is a nominee of that Investment Fund:

- a) any participant or partner in or member or shareholder 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;

- b) any other Investment Fund managed or advised by that Fund Manager or a Member of the same Group as that Investment Fund or Fund Manager;
- c) any Parent Undertaking or Subsidiary Undertaking of that Investment Fund or Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Investment Fund or Fund Manager;
- d) any Parent Undertaking, Subsidiary Undertaking, trustee, nominee or custodian of such Investment Fund and vice versa; or
- e) any trustee, nominee, custodian or Affiliate of such Investment Fund and vice versa;

“a Member of the same Group” 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;

“MMC” MMC Greater London Labs (part of MMC Greater London Fund LP) and/or any Permitted Transferee of MMC;

“MMC Fund” means those funds managed or advised by MMC Ventures;

“MMC Ventures” means MMC Ventures Limited, incorporated in England and Wales with company number: 03946009, having its registered office at 3rd Floor 24 High Holborn, London, United Kingdom, WC1V 6AZ and/or any Permitted Transferee of MMC Ventures;

“Net Proceeds” has the meaning set out in Article 5;

“New Securities” any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 13.7 excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption;

“Next Funding Round” means the next bona fide investment in the Company by one or more persons through the subscription for and allotment of newly issued Shares (excluding any advance subscriptions, warrants or convertible loan notes converting into Shares and any exercise of options or any allotment of Shares pursuant to any employee or advisor incentivisation arrangement (**“Non-Qualifying Investments”**)), resulting in proceeds to the Company of an aggregate amount, in one or a series of tranches, of not less than £10,000,000 (excluding any Non-Qualifying Investments);

“Offer” has the meaning set out in Article 20.2;

“Offer By Way of Rights” has the meaning given in Article 6.17;

“Offer Period” has the meaning set out in Article 20.3;

“Ordinary Shareholders” the holders from time to time of the Ordinary Shares (but excludes the Company holding Treasury Shares);

“Ordinary Shares” the ordinary shares of £0.00001 each in the capital of the Company from time to time;

“Ordinary A Shares” the ordinary A shares of £0.00001 each in the capital of the Company from time to time;

“Ordinary B Shares” the ordinary B shares of £0.00001 each in the capital of the Company from time to time;

“Original Shareholder” has the meaning set out in Article 15.1;

“Other Investors” has the meaning set out in the Shareholders’ Agreement;

“Permitted Transfer” a transfer of Shares in accordance with Article 15;

“Permitted Transferee”:

- a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies; and
- b) in relation to an Investor:
 - i to any Member of the same Group;
 - ii to any Member of the same Fund Group; and
 - iii to any nominee or custodian; and
- c) in relation to MMC, to GILF Limited and/or the Mayor of London and/or MMC Ventures and/or any MMC Fund;

“Priority Rights” the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 16.6;

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

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

“Proposed Exit” has the meaning given in Article 6.4;

“Proposed Purchaser” a bona fide third party proposed purchaser who at the relevant time has made an offer on arm’s length terms who is not an affiliate of a Shareholder;

“Proposed Sale Date” has the meaning given in Article 20.3;

“Proposed Sale Notice” has the meaning given in Article 20.3;

“Proposed Sale Shares” has the meaning given in Article 20.3;

“Proposed Seller” any person proposing to transfer any shares in the capital of the Company;

“Proposed Transfer” has the meaning given in Article 20.1;

“Qualifying Company” a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the CTA 2010);

“Qualifying Person” has the meaning given in section 318(3) of the Act;

“Relevant Connected Person” has the meaning given in Article 9.1.2;

“Relevant Interest” has the meaning set out in Article 30.5;

“Relevant Period” the four-year period following the Date of Adoption;

“Relevant Security” any security, option, warrant, agreement or instrument which confers any right to subscribe for any share(s) in the capital of the Company (and the term **“Relevant Securities”** shall be construed accordingly);

“Restrictive Covenant” means any obligation given by a Founder in favour of the Company and/or any or all Group Companies not to compete with the business of the Company and/or any or all Group Companies, whether under his contract of employment, consultancy agreement, appointment letter, any shareholders’ agreement relating to the Company, any settlement agreement (or similar agreement) entered into with the Company and/or any or all Group Companies, or any binding provision or agreement under which employment and/or consultancy and/or office services were provided by such Founder to the Company and/or any or all Group Companies;

“Restricted Member” has the meaning given in Article 19.4;

“Restricted Shares” has the meaning given in Article 19.5;

“S1 Conversion Date” has the meaning given in Article 12.1;

“Sale Shares” has the meaning set out in Article 16.2.1;

“Seed Shares” the Seed Shares of £0.00001 each in the capital of the Company from time to time;

“Seed 1 Shares” the Seed 1 Shares of £0.00001 each in the capital of the Company from time to time;

“Series Seed Shares” together the Seed Shares and the Seed 1 Shares;

“Seller” has the meaning set out in Article 16.2;

“Senior Shares” Shares which have preferential rights on a liquidation, Exit or return of capital to the Seed 1 Shares;

“Senior Subscription Amount” has the meaning set out in Article 12.3.2;

“Shareholder” any holder of any Shares (but excludes the Company holding Treasury Shares);

“Shareholders’ Agreement” the shareholders’ agreement dated on or around the Date of Adoption between, amongst others, the Company and the Investors;

“Share Option Plan(s)” the share option plan(s) of the Company, the terms of which have been approved by an Investor Majority;

“Share Price Cap” 1.75 x (one point seven five times) the price per Seed 1 Share paid by Chalfen for the Seed 1 Shares issued to it on or around the Date of Adoption;

“Share Sale” 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 a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale;

“Shares” the Series Seed Shares, the Ordinary Shares, Ordinary A Shares, Ordinary B Shares, Deferred Shares and other classes of share in the capital of the Company from time to time;

“Subsidiary”, “Subsidiary Undertaking” and **“Parent Undertaking”** have the respective meanings set out in sections 1159 and 1162 of the Act;

“Tiny” together KCP Nominees Ltd (on behalf of investors in Tiny EIS Fund) and Tiny Fund II, a series of Tiny Supercomputer Investment Companies, LP;

“TP Investor” TP Nominees Limited (company number 07839571) or any person to whom TP Nominees Limited transfers a majority of the Equity Shares held by it immediately following the Date of Adoption in accordance with Article 14;

“TP Manager” Triple Point Investment Management LLP (company number OC321250) in relation to TP Nominees Limited;

“Transfer Notice” shall have the meaning given in Article 16.2;

“Transfer Price” shall have the meaning given in Article 16.2;

“Treasury Shares” shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;

“Trustees” in relation to a Shareholder means the trustee or the trustees of a Family Trust; and

“Unvested” those Employee Shares which may be required to be converted into Deferred Shares or subject to a Transfer Notice under Article 19.

3 SHARE CAPITAL

- 3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 The words “and the directors may determine the terms, conditions and manner of redemption of any such shares” shall be deleted from article 22(2) of the Model Articles.
- 3.3 Subject to Investor Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.
- 3.4 The Company shall be entitled to retain any share certificate(s) relating to Employee Shares while any such Shares remain Unvested.

4 DIVIDENDS

- 4.1 In respect of any Financial Year, the Company’s Available Profits will be applied as set out in this Article 4.

- 4.2 Any Available Profits which the Company may determine, with Investor Consent, to distribute in respect of any Financial Year, will be distributed among the Shareholders so that the holders of the Deferred Shares receive £1.00 (as a class), the holders of the Ordinary A Shares receive £1.00 (as a class) and the Ordinary B Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares, Ordinary A Shares and Ordinary B Shares respectively on behalf of that class, and the remainder of the Available Profits will be distributed to the holders of the Equity Shares *pari passu* as if the Equity Shares constituted one class of share) *pro rata* to their respective holdings of Equity Shares PROVIDED always that this Article 4.2 is subject to the limits in Article 9.
- 4.3 Subject to the Act and these Articles, the Board may, provided Investor Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period payment of which will be in the manner set out in Article 4.2 PROVIDED always that this Article 4.3 is subject to the limits in Article 9.
- 4.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 4.5 Article 31(1) of the Model Articles shall be amended by:
- 4.5.1 the replacement of the words “either in writing or as the directors may otherwise decide” at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words “in writing”; and
- 4.5.2 the replacement of the words “either in writing or by such other means as the directors decide” from the end of paragraph (d) of that article 31(1) with the words “in writing”.

5 RETURN OF CAPITAL

- 5.1 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 (“**Net Proceeds**”) shall be applied (to the extent that the Company is lawfully permitted to do so):
- 5.1.1 first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares);
- 5.1.2 second in paying a sum equal to £X plus £100 (where X is an amount equal to £1.50 multiplied by the number of Ordinary B Shares in issue at the relevant time) to be distributed as to 0.0001% to the holders of the Series Seed Shares, Ordinary A Shares and Ordinary Shares *pro-rata* according to the number of Series Seed Shares, Ordinary A Shares and Ordinary Shares held by them and as to the balance to the holders of Ordinary B Shares such that each holder of Ordinary B Shares receives in respect of each Ordinary B Shares held £1.50 plus any Arrears (if any) on the Ordinary B Shares due or declared but unpaid down to the date of the return of assets, providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1.2, the Net Proceeds shall be distributed amongst the holders of Ordinary Shares, Ordinary A Shares and Ordinary B Shares and Series Seed Shares *pro rata* to the amount they would otherwise have received hereunder; and
- 5.1.3 thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the Ordinary B Shares *pro rata* according to the number of Ordinary B Shares held by them, and as to the balance to the holders of the Series Seed Shares, Ordinary Shares and Ordinary A Shares on a *pro-rata* basis according to the number

of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case),

PROVIDED always that this Article 5 is subject to the limits in Article 9.

6 EXIT PROVISIONS

6.1 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 5 (but will not be subject to the limits in Article 9) and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:

6.1.1 the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in Article 5; and

6.1.2 the Shareholders shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5.

6.2 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 5 (but will not be subject to the limits in Article 9).

6.3 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 5 provided always that:

6.3.1 if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by an Investor Majority (including, but without prejudice to the generality of this Article 6.3, actions that may be necessary to put the Company into voluntary liquidation) so that Article 5 applies; and

6.3.2 this Article 6.3 is subject to the limits in Article 9.

6.4 In the event of:

6.4.1 an Asset Sale or an IPO approved by the Board (acting with Investor Consent); or

6.4.2 a Share Sale approved by the Board (acting with Investor Consent),

(each a “**Proposed Exit**”), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit (“**Actions**”). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board (acting with Investor Consent) to facilitate the Proposed Exit.

Conversion to Ordinary Shares

6.5 Any holder of Series Seed Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Series Seed Shares held by them at any time and those Series Seed Shares shall convert automatically on the date of such notice

(the “**Conversion Date**”), provided that the holder may in such notice, state that conversion of its Series Seed Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the “**Conditions**”).

- 6.6 All of the fully paid Series Seed Shares shall automatically convert into Ordinary Shares immediately upon the occurrence of an IPO.
- 6.7 All of the fully paid Ordinary A Shares shall automatically convert into Ordinary Shares on the date of (or such other date as may be specified as the date of conversion in), and subject to the satisfaction of any conditions as set out in (the “**Conditions**”), a notice given to the Company by an Investor Majority (and the term “**Conversion Date**” shall be construed accordingly) so requiring the conversion of all Ordinary A Shares into Ordinary Shares.
- 6.8 All of the fully paid Ordinary B Shares shall automatically convert into Ordinary Shares on the date of (or such other date as may be specified as the date of conversion in), and subject to the satisfaction of any conditions as set out in (the “**Conditions**”), a notice given to the Company by an Investor Majority (acting with the prior written consent of the Board) (and the term “**Conversion Date**” shall be construed accordingly) so requiring the conversion of all Ordinary B Shares into Ordinary Shares.
- 6.9 In the case of (i) Articles 6.5, 6.7 and 6.8, not more than five Business Days after the Conversion Date or (ii) in the case of Article 6.6, at least five Business Days prior to the occurrence of the an IPO, each holder of the relevant Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Shares being converted to the Company at its registered office for the time being.
- 6.10 Where conversion is mandatory on the occurrence of an IPO, that conversion will be effective only immediately prior to and conditional upon such IPO (and “**Conversion Date**” shall be construed accordingly) and, if such IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 6.5, 6.7 or 6.8, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.
- 6.11 On the Conversion Date, the relevant Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each Share held (the “**Conversion Ratio**”), and the Ordinary Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued Ordinary Shares.
- 6.12 The Company shall on the Conversion Date enter the holder of the converted Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 6.13 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company will, if it has sufficient Available Profits, pay to holders of the Series Seed Shares falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those Series Seed Shares to be calculated on a daily basis down to and including the day immediately preceding the Conversion Date. If the Company has insufficient Available Profits to pay all such Arrears and accruals of dividends in full then it will pay the same to the extent that it is lawfully able to do so and any Arrears and accruals of dividends that remain outstanding shall continue to be a debt due from and immediately payable by the Company.

6.14 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:

6.14.1 if Shares remain capable of being converted into new Ordinary Shares and there is a consolidation and/or sub-division of Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (acting with Investor Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each holder of the relevant Shares is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division; and

6.14.2 if Shares remain capable of being converted into Ordinary Shares, on an allotment of fully-paid Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (acting with Investor Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each holder of the relevant Shares is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue.

6.15 If any holder of Shares becomes entitled to fractions of an Ordinary Share as a result of conversion ("**Fractional Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.

6.16 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 6.14, or if so requested by an Investor Majority, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.

6.17 If Series Seed Shares remain capable of being converted into new Ordinary Shares and Ordinary Shares are offered by the Company by way of rights to holders of Ordinary Shares (an "**Offer By Way of Rights**"), the Company shall on the making of each such offer, make a like offer to each holder of Series Seed Shares as if immediately before the record date for the Offer By Way Of Rights, his Series Seed Shares had been converted into fully-paid Ordinary Shares at the then applicable Conversion Ratio.

7 VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS

7.1 Equity Shares shall confer on each holder of Equity Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.

7.2 The Deferred Shares (if any), Ordinary A Shares and Ordinary B Shares shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.

7.3 Where Series Seed Shares and Ordinary Shares confer a right to vote, on a show of hands each holder of such shares (or any holder of such shares who has been granted a voting power

of attorney by any other such holder) 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 and on a poll each such holder so present shall have one vote for each Share held by him PROVIDED always that this Article 7.3 is subject to the limits in Article 9.

7.4 No voting rights attached to a share which is nil paid or partly paid may be exercised:

7.4.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or

7.4.2 on any proposed written resolution,

unless all of the amounts payable to the Company in respect of that share have been paid.

8 CONSOLIDATION OF SHARES

8.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

8.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may (acting with Investor Consent), subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

9 50% CAPS ON CORPORATE SHAREHOLDERS AND THEIR CONNECTED PERSONS

9.1 The limitations in this Article 9 shall apply to:

9.1.1 any Shareholder that is a "company" for the purpose of the independence requirement in section 296(2) of ITA ("**Corporate Shareholder**"); and

9.1.2 any Shareholder that is a Connected Person in relation to that Corporate Shareholder (a "**Relevant Connected Person**").

9.2 At any time on a liquidation or other return of capital event (including the redemption or repurchase of Shares) the aggregate amount payable to any Corporate Shareholder and all of its Relevant Connected Persons shall not exceed 50% of the assets of the Company available for distribution amongst the participators (as defined in section 454 of CTA 2010) of the Company at that time.

9.3 At any time, on a distribution of any profits of the Company by way of dividend or otherwise (including on the redemption or repurchase of Shares) no distribution shall be made to any Corporate Shareholder and all of its Relevant Connected Persons if, and to the extent that, the aggregate amount that would (but for this Article 9.3) be payable to that Corporate Shareholder and its Relevant Connected Persons would exceed 50% of the total amount of the profits of the Company available for distribution at that time.

- 9.4 At any time the aggregate number of votes attaching to all the Share held by any Corporate Shareholder and all of its Relevant Connected Persons shall be restricted to the lower of:

9.4.1 49.99% of the votes attaching to all Shares; and

9.4.2 the total number of votes that would have been conferred on such Shareholders if this Article 9.4 did not apply.

10 DEFERRED SHARES

- 10.1 Subject to the Act, any Deferred Shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s).

- 10.2 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to:

10.2.1 appoint any person to execute any transfer (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise); and/or

10.2.2 give, on behalf of such holder, consent to the cancellation of such Deferred Shares; and/or

10.2.3 purchase or redeem such Deferred Shares in accordance with the Act,

in any such case (i) for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s) and (ii) with the Company having authority pending such transfer, cancellation, purchase and/or redemption to retain the certificates (if any) in respect thereof.

- 10.3 No Deferred Share may be transferred without the prior consent of the Board (acting with Investor Consent).

11 VARIATION OF RIGHTS

- 11.1 Subject to Article 11.2, 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 majority in nominal value of the holders of the issued shares of that class, and if more than one class of shares is affected by the variation in the same way then the special rights attaching to such classes 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 majority of the holders of the relevant share classes (taken as a single class).

- 11.2 The rights attaching to the Series Seed Shares may only be varied or abrogated with Investor Majority Consent.

- 11.3 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.

12 CONVERSION OF SEED 1 SHARES

- 12.1 Unless otherwise agreed by the holders of the majority of the Seed 1 Shares in issue, if (i) Senior Shares are issued to investors pursuant to the Next Funding Round, and (ii) the lowest price paid per Senior Share issued to investors pursuant to the Next Funding Round is equal to or less than the Share Price Cap, all of the fully paid Seed 1 Shares shall automatically convert into Senior Shares upon completion of the Next Funding Round (the “**S1 Conversion Date**”).
- 12.2 Not more than five Business Days after the S1 Conversion Date, each holder of the Seed 1 Shares shall deliver the certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Seed 1 Shares being converted to the Company at its registered office for the time being.
- 12.3 On the S1 Conversion Date:
- 12.3.1 the relevant Seed 1 Shares shall without further authority than is contained in these Articles stand converted into Senior Shares on the basis of one Senior Share for each Seed 1 Share held, and the Senior Shares resulting from that conversion (“**Converted Senior Shares**”) shall in all other respects rank pari passu with the existing issued Senior Shares; and
- 12.3.2 if the highest price paid per Senior Share issued to investors pursuant to the Next Funding Round (“**Senior Subscription Amount**”) is less than the price per Seed 1 Share paid by Chalfen for the Seed 1 Shares issued to it on or around the Date of Adoption, the liquidation preference or preference amount (as applicable) for each Converted Senior Share shall be deemed to equal the Senior Subscription Amount, provided that if Seed 1 Shares remain capable of being converted into new Senior Shares and there is a consolidation and/or sub-division of Seed 1 Shares, the price per Seed 1 Share paid by Chalfen for the Seed 1 Shares issued to it on or around the Date of Adoption shall, for the purposes of this Article 12.3.2, be adjusted by an amount, which in the opinion of the Board (acting with Investor Consent) is fair and reasonable, so as to ensure that each holder of the relevant Seed 1 Shares is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division.
- 12.4 The Company shall on the S1 Conversion Date enter the holder of the converted Seed 1 Shares on the register of members of the Company as the holder of the appropriate number of Senior Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Seed 1 Shares in accordance with this Article, the Company shall within 10 Business Days of the S1 Conversion Date forward to such holder of Senior Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Senior Shares.

13 ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

- 13.1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.
- 13.2 Unless otherwise agreed by an Investor Majority, if the Company proposes to allot any New Securities those New Securities shall not be allotted to any person unless the Company has in

the first instance offered them to all holders of the Equity Shares (the “**Subscribers**”) on the same terms and in accordance with Article 13.3. The offer:

- 13.2.1 shall be in writing, be open for acceptance from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the “**Subscription Period**”) and give details of the number and subscription price of the New Securities; and
- 13.2.2 may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe.
- 13.3 The New Securities referred to in Article 13.2 shall be offered to the holders of the Equity Shares on a pro rata basis to their respective holdings of Equity Shares.
- 13.4 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of Equity Shares held by such Subscribers which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him).
- 13.5 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered to any other person as the Directors (acting with Investor Consent) may determine at the same price and on the same terms as the offer to the Subscribers.
- 13.6 Subject to the requirements of Articles 13.2 to 13.5 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who (acting with Investor Consent) 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.
- 13.7 The provisions of Articles 13.3 to 13.6 (inclusive) shall not apply to:
 - 13.7.1 options to subscribe for up to 205,610 Ordinary A Shares under the Share Option Plan(s) and Ordinary A Shares issued pursuant to the exercise of such options;
 - 13.7.2 New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by the Board (acting with Investor Consent);
 - 13.7.3 New Securities issued as a result of a bonus issue of shares which has been approved in writing by an Investor Majority; and
 - 13.7.4 Shares or options for Shares issued or granted to the Investors in accordance with the terms of the Investment Agreement and/or the Shareholders’ Agreement.
- 13.8 Any New Securities offered under this Article 13 to an Investor may be accepted in accordance with the terms of this Article 13 only by:
 - 13.8.1 that Investor;
 - 13.8.2 a Member of the same Fund Group as that Investor; or
 - 13.8.3 a Member of the same Group as that Investor,

in such proportions as may be notified by that Investor to the Company in writing.

- 13.9 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.
- 13.10 Any New Securities to be issued to the Founders or an Employee pursuant to this Article 13 shall be issued as Ordinary Shares at the then applicable Conversion Ratio.

14 TRANSFERS OF SHARES – GENERAL

- 14.1 In Articles 14 to 22 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 14.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 14.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.
- 14.4 Any transfer of a Share by way of sale which is required to be made under Articles 16 to 22 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 14.5 Unless the transfer is pursuant to Article 18, 20 or 21, no Shares held by any Founder, Employee, Former Employee or their respective Permitted Transferees shall be transferred without Investor Consent during the Relevant Period (save as otherwise expressly provided in the Shareholders' Agreement).
- 14.6 The Directors may refuse to register a transfer if:
 - 14.6.1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - 14.6.2 the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
 - 14.6.3 it is a transfer of a Share which is not fully paid:
 - a) to a person of whom the Directors do not approve; or
 - b) on which Share the Company has a lien;
 - 14.6.4 the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
 - 14.6.5 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- 14.7 the transfer is in respect of more than one class of Shares;

14.8 the transfer is in favour of more than four transferees; or

14.9 these Articles otherwise provide that such transfer shall not be registered.

If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

14.10 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Shareholders' Agreement or any similar document in force between some or all of the Shareholders and the Company in any form as the Directors (acting with Investor Director Consent) 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 14.10 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

14.11 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may (acting with Investor 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 Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall, with Investor Consent, immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur:

14.11.1 the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question); or

14.11.2 the withholding of payment of all dividends or other distributions otherwise attaching to the relevant shares or to any further shares issued in respect of those shares; and

14.11.3 the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder.

The rights referred to in 14.11.1 and 14.11.2 above may be reinstated by the Board with Investor Consent and shall in any event be reinstated upon the completion of any transfer referred to in 14.11.3 above.

14.12 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 20 Business Days of a written demand being duly made, a Transfer Notice shall be deemed to have been given at the expiration of that period.

- 14.13 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:

14.13.1 the Transfer Price for the Sale Shares will be as agreed between the Board (acting with Investor Director Consent) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;

14.13.2 it does not include a Minimum Transfer Condition (as defined in Article 16.2); and

14.13.3 the Seller wishes to transfer all of the Shares held by it.

- 14.14 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

15 PERMITTED TRANSFERS

- 15.1 Subject to Article 14.5, a Shareholder (who is not a Permitted Transferee) (the “**Original Shareholder**”) may transfer all or any of his or its Equity Shares to a Permitted Transferee without restriction as to price or otherwise, save that (i) no Restricted Shares shall be transferred to a Permitted Transferee without the prior consent of the Board (acting with Investor Director Consent) and (ii) no Founder can transfer more than 25% of the Equity Shares held by such Founder as at the Date of Adoption to a Permitted Transferee without Investor Majority Consent.

- 15.2 Shares previously transferred as permitted by Article 15.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.

- 15.3 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.

- 15.4 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 not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares. This Article 15.4 shall not apply to a member that is an Investor or any Permitted Transferee of an Investor.

- 15.5 Trustees may (i) transfer Shares to a Qualifying Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.

- 15.6 No transfer of Shares may be made to Trustees unless the Board (acting with Investor Director Consent) is satisfied:

- 15.6.1 with the terms of the trust instrument and in particular with the powers of the trustees;
 - 15.6.2 with the identity of the proposed trustees;
 - 15.6.3 the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - 15.6.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 15.7 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board (acting with Investor Director Consent)) to have given a Transfer Notice in respect of such Shares.
- 15.8 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:
- 15.8.1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - 15.8.2 give a Transfer Notice to the Company in accordance with Article 16.2,
- failing which he shall be deemed to have given a Transfer Notice.
- 15.9 On the death (subject to Article 15.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.
- 15.10 A transfer of any Shares approved by the Board (acting with Investor Consent) may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.
- 15.11 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board.

16 TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

16.1 Save where the provisions of Articles 15, 20.6, 21.13 and 22.6 apply, and subject to Article 14.5, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 16.

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

16.2.1 the number of Shares which he wishes to transfer (the “**Sale Shares**”);

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

16.2.3 the price at which he wishes to transfer the Sale Shares; and

16.2.4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a “**Minimum Transfer Condition**”).

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the “**Transfer Price**”) must be agreed between the Board (acting with Investor Director Consent) and the Seller. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (acting with Investor Director Consent). In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.

16.3 Except with Investor Consent or as otherwise permitted in these Articles, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

16.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

16.5 As soon as practicable following the later of:

16.5.1 receipt of a Transfer Notice; and

16.5.2 in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 16.2,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 16.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

16.6 Priority for offer of Sale Shares

The Sale Shares shall be offered to the Key Investors on a pro rata basis to their respective holdings of Equity Shares on the basis set out in Article 16.7.

16.7 Transfers: Offer

16.7.1 The Board shall offer the Sale Shares pursuant to the Priority Rights to all shareholders specified in the offer other than the Seller (the “**Continuing Shareholders**”) inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (inclusive) (the “**Offer Period**”) for the maximum number of Sale Shares they wish to buy.

16.7.2 If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Article 16.7 will be conditional on the fulfilment of the Minimum Transfer Condition.

16.7.3 If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of the relevant class(es) of Equity Shares bears to the total number of the relevant class(es) of Equity Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

16.7.4 If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 16.8.5.

16.8 Completion of transfer of Sale Shares

16.8.1 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 16.7 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

16.8.2 If:

- a) the Transfer Notice does not include a Minimum Transfer Condition; or
- b) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 16.7 and once the requirements of Article 20 and Article 22 have been fulfilled to the extent required, give written notice of allocation (an “**Allocation Notice**”) to the Seller and each Shareholder to whom Sale Shares have been allocated (an “**Applicant**”) specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 5 Business Days nor more than 10 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

16.8.3 Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

16.8.4 If the Seller fails to comply with the provisions of Article 16.8.3:

- a) the chairman of the Company or, failing him, one of the directors, 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) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- 16.8.5 If an Allocation Notice does not relate to all of the Sale Shares, then subject to Article 16.8.6, the Seller may, within eight weeks after the service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.
- 16.8.6 The right of the Seller to transfer Shares under Article 16.8.5 does not apply if the Board (acting with Investor Director Consent) is of the opinion on reasonable grounds that:
 - a) the transferee is a person (or a nominee for a person) who the Board determines in its absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;
 - b) the sale of the Sale Shares is not bona fide, or the price is subject to a deduction, rebate or allowance to the transferee; or
 - c) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.
- 16.9 Any Sale Shares offered under this Article 16 to an Investor may be accepted in accordance with the terms of this Article 16 only by:
 - 16.9.1 that Investor;
 - 16.9.2 a Member of the same Fund Group as that Investor; or
 - 16.9.3 a Member of the same Group as that Investor,in such in such proportions as may be notified by that Investor to the Company in writing.
- 16.10 Any Shares transferred to a Founder or Employee pursuant to this Article 16 shall automatically convert into Ordinary Shares (on the basis of one Ordinary Share for each Share transferred) immediately following transfer at the then applicable Conversion Ratio.

17 VALUATION OF SHARES

- 17.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 14.10 or 16.2 or otherwise then, on the date of failing agreement, the Board shall either:
 - 17.1.1 appoint an expert valuer in accordance with Article 17.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares; or
 - 17.1.2 (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair

Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.

- 17.2 The Expert Valuer will be either:
- 17.2.1 the Auditors; or
 - 17.2.2 (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company.
- 17.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
- 17.3.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
 - 17.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 17.3.3 that the Sale Shares are capable of being transferred without restriction;
 - 17.3.4 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 account of the rights attaching to the Sale Shares; and
 - 17.3.5 reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 17.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 17.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 17.6 The Expert Valuer 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).
- 17.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 17.8 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 17.9 The cost of obtaining the certificate shall be paid by the Company unless:
- 17.9.1 the Seller cancels the Company's authority to sell; or

17.9.2 the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall bear the cost.

18 COMPULSORY TRANSFERS – GENERAL

18.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors (acting with Investor Director Consent).

18.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may (acting with Investor Director Consent) require the legal personal representatives of that deceased Shareholder either:

18.2.1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or

18.2.2 to show to the satisfaction of the Directors (acting with Investor Director Consent) 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 18.2 shall not be fulfilled to the satisfaction of the Directors (acting with Investor Director Consent), a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors (acting with Investor Director Consent) may otherwise determine.

18.3 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 (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Directors may determine.

18.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the 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 before being required to serve a Transfer Notice. This Article 18.4 shall not apply to a member that is an Investor or any Permitted Transferee of an Investor.

19 DEPARTING FOUNDER

Deferred Shares

19.1 Unless the Board (acting with Investor Consent) determine that this Article 19.1 shall not apply:

19.1.1 if at any time during the Relevant Period a Founder ceases to be an Employee by reason of being a Good Leaver, then the Good Leaver's Percentage of the Employee Shares relating to the Founder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Employee Share held) on the Effective Termination Date (rounded down to the nearest whole share); and/or

19.1.2 if at any time a Founder:

- a) ceases to be an Employee by reason of being a Bad Leaver; or
- b) is a Former Employee and becomes a Bad Leaver,

in each case, all of the Employee Shares relating to the Founder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Employee Share held) on the Effective Termination Date (rounded down to the nearest whole share).

19.2 Upon such conversion into Deferred Shares, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, such Founder (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the shares certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Unvested Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Ordinary Shares.

19.3 For the purposes of Article 19.1.2b), where a Good Leaver is subsequently reclassified as a Bad Leaver, references to the Effective Termination Date shall instead refer to the date on which the Board (acting with Investor Director Consent) determines in its reasonable opinion that there has been such a breach.

Suspension of voting rights

19.4 If at any time a Founder becomes a Leaver (the “**Restricted Member**”), all voting rights attaching to all Shares held by him or any Permitted Transferee of the Restricted Member shall be suspended.

19.5 Any Shares whose voting rights are suspended pursuant to Article 19.4 (“**Restricted Shares**”) shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 19.4 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

20 MANDATORY OFFER ON A CHANGE OF CONTROL

20.1 Except in the case of Permitted Transfers and transfers pursuant to Article 18 after going through the pre-emption procedure in Article 16, the provisions of Article 20.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the “**Proposed Transfer**”) which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company.

20.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the “**Offer**”) to the other Shareholders to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 20.7).

- 20.3 The Offer must be given by written notice (a “**Proposed Sale Notice**”) at least 10 Business Days (the “**Offer Period**”) prior to the proposed sale date (“**Proposed Sale Date**”). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the “**Proposed Sale Shares**”).
- 20.4 If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 20.5 If the Offer is accepted by any Shareholder (an “**Accepting Shareholder**”) within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 20.6 The Proposed Transfer is subject to the pre-emption provisions of Article 16 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 16.
- 20.7 For the purpose of this Article:

20.7.1 the expression “**Specified Price**” shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:

- a) in the Proposed Transfer; or
- b) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum, as defined in Article 20.7.2, of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the “**Supplemental Consideration**”) provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 5 and 6;

20.7.2 **Relevant Sum** = $C \div A$

where: A = number of Equity Shares being sold in connection with the relevant Proposed Transfer;

C = the Supplemental Consideration.

21 DRAG-ALONG

- 21.1 If (with the approval of the Board (having due consideration to the Company's Mission Statement)) the holders of a majority of the Equity Shares (including an Investor Majority) (the “**Selling Shareholders**”) wish to transfer all their interest in Equity Shares (the “**Sellers' Shares**”) to a Proposed Purchaser, the Selling Shareholders shall have the option (the “**Drag Along Option**”) to compel each other holder of Shares (each a “**Called Shareholder**” and together the “**Called Shareholders**”) to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the “**Drag Purchaser**”) in accordance

with the provisions of this Article (such transfers of Shares by the Selling Shareholders and the Called Shareholders being the "**Dragged Share Sale**").

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

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

21.2.2 the person to whom they are to be transferred;

21.2.3 the consideration (whether in cash or otherwise) for which the Called Shares are to be transferred (calculated in accordance with Article 21.4);

21.2.4 the proposed date of transfer;

21.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the "**Sale Agreement**");

21.2.6 in respect of any Called Securities Holder (as defined below) only, any exercise notice or other documents (including any tax elections) which the Called Securities Holder may be required to sign in connection with the exercise of any options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) Shares ("**Exercise Documents**"); and

21.2.7 that information concerning the Called Shareholder which the Drag Purchaser reasonably requires in connection with the transfer of Called Shares (and may include information concerning (i) details of any account in the name of the Called Shareholder to which cash consideration may be paid (ii) the tax treatment of payments to be made to, or tax status of, the Called Shareholder (iii) the status of the Called Shareholder for the purposes of ascertaining the applicability of relevant securities laws and (iv) verification of the identity, ownership and control of the Called Shareholder and other information as may be required for anti-money laundering or other compliance purposes) ("**Sale Information**"),

(and, in the case of paragraphs 21.2.2 to 21.2.4 above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice).

21.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

21.4 The consideration (in cash or otherwise) for which the Selling Shareholders and the Called Shareholders shall transfer Shares pursuant to the Dragged Share Sale shall be the consideration per Share, determined in accordance with Article 6 in reference to the total consideration payable in respect of all Shares to be transferred to the Drag Purchaser pursuant to the Dragged Share Sale (the "**Drag Consideration**").

21.5 A Drag Along Notice may be served on any person(s) (each a "**Called Securities Holder**") holding Relevant Securities, if and to the extent exercisable (or which would become exercisable) in connection with the Dragged Share Sale and, if so served such Called Securities

Holder shall, upon their acquisition of Shares, thereupon become a Called Shareholder subject mutatis mutandis to the provisions of this Article 21 (notwithstanding that they may not have been a Called Shareholder at the date of the Drag Along Notice).

21.6 In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, a Called Shareholder shall not be bound by the Drag-Along Notice unless, in connection with the proposed sale to Drag Purchaser:

21.6.1 any representations and warranties to be made by such Called Shareholder are limited to authority, ownership and the ability to convey title;

21.6.2 such Called Shareholder shall not be liable for the inaccuracy of any representation or warranty made by any other person;

21.6.3 the liability of such Called Shareholder is several and not joint with any other person and is pro rata in proportion to, and does not exceed, the amount of consideration received by such Called Shareholder in connection with such sale;

21.6.4 such Called Shareholder shall not be required to give any release of claims other than a release that is limited to its role as a shareholder or employee of the Company; and

21.6.5 such Called Shareholder shall not be subject to any non-competition, non-investment, non-solicitation or similar provisions.

21.7 The liabilities and obligations of a Called Shareholder under the terms of any Sale Agreement shall be limited to those matters as concern the Called Shareholder in their capacity as a holder of Called Shares, the transfer of Called Shares pursuant to the Dragged Share Sale and the payment of the consideration. Accordingly, the terms of the Sale Agreement may, inter alia, provide that:

21.7.1 consideration paid (and/or payable) be subject to obligation(s) and arrangements (whether by means of escrow, holdback, reduction of consideration, contribution to the costs of any relevant insurance or contribution to transaction costs and expenses (including costs and expenses of any sellers' representative and/or Shareholders' Representative (as defined below)) ("**Contribution Obligations**") with respect to:

a) liabilities of (and tax withholdings and deductions (including, if applicable, amounts to be withheld in respect of employee income tax and social security contributions) arising in respect of consideration payable to) the Called Shareholder ("**Several Liabilities**"); and

b) any:

i price adjustment mechanisms (including any earn-out, locked box or completion accounts adjustment); and/or

ii liabilities (actual or potential, including any settlement) in respect of any representations, warranties, undertakings and/or indemnities given by any person(s),

in connection with the Dragged Share Sale (any or all of the foregoing being "**Common Liabilities**"), provided that the Sale Agreement provides for the following principles (howsoever expressed or effected):

- (x) the Contribution Obligations of a Called Shareholder with respect to Common Liabilities shall be satisfied only by way of reduction to the amount of any unpaid consideration (and not, for the avoidance of doubt, any repayment of consideration previously paid out). For the purpose of this provision, consideration held in escrow (or subject to any security interest of the Drag Purchaser or its nominee) shall not be treated as having been paid to the Called Shareholder even if the Called Shareholder is beneficially interested in such consideration; and
 - (y) Contribution Obligations of a Called Shareholder in respect of Common Liabilities shall be no more onerous than the terms of the Contribution Obligations of other Selling Shareholders in respect of Common Liabilities; and
 - (y) the liability of a Called Shareholder shall not exceed the amount of Drag Consideration received by such Called Shareholder in connection with the Dragged Share Sale, except with respect to claims related to fraud by such Called Shareholder, the liability for which need not be limited as to such Called Shareholder.
- 21.8 The Sale Agreement may include such provisions as may be necessary or desirable to accommodate the inclusion of Called Securities Holders (if any) in the Dragged Share Sale (and may include provisions with respect to (i) the exercise of options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) Shares (including the delivery of Exercise Documents), (ii) the satisfaction by the Called Securities Holder of their Several Liabilities in respect of the payment of any exercise price and any employee income tax and social security contributions arising in connection with their acquisition and/or sale of Shares and (iii) the making of tax elections by the Called Securities Holder).
- 21.9 Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the “**Drag Completion Date**”), each Called Shareholder shall deliver to the Company (which shall receive the same as agent on behalf of the Called Shareholder with authority to deliver the same to the Drag Purchaser on completion of the sale of Called Shares to the Drag Purchaser in accordance with the terms of the Sale Agreement):
 - 21.9.1 duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
 - 21.9.2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company;
 - 21.9.3 duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company;
 - 21.9.4 in the case of a Called Securities Holder, duly executed Exercise Documents required to be provided by them; and
 - 21.9.5 the Sale Information, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
 (together the “**Drag Documents**”).

- 21.10 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 21.11 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 21 in respect of their Shares.
- 21.12 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 21 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.
- 21.13 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 16.
- 21.14 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

22 CO-SALE RIGHT

- 22.1 No transfer (other than a Permitted Transfer) of any of the Employee Shares relating to a Founder, Employee or Former Employee may be made or validly registered unless the relevant Founder, Employee or Former Employee and any Permitted Transferee of that Founder, Employee or Former Employee (each a "**Selling Shareholder**") shall have observed the following procedures of this Article unless the Board (acting with Investor Consent) has determined that this Article 22 shall not apply to such transfer.
- 22.2 After the Selling Shareholder has gone through the pre-emption process set out in Article 16, the Selling Shareholder shall give to each holder of Series Seed Shares who has not taken up their pre-emptive rights under Article 16 (a "**Co-Sale Shareholder**") not less than 15 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:
- 22.2.1 the identity of the proposed purchaser (the "**Buyer**");
- 22.2.2 the price per share which the Buyer is proposing to pay;

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

22.2.4 the number of Shares which the Selling Shareholder proposes to sell; and

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

For the purposes of this Article 22, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Selling Shareholder were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Articles 5 and 6.

- 22.3 Each Co-Sale Shareholder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Shareholder that they wish to sell a certain number of Equity Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Equity Shares which the relevant Co-Sale Shareholder wishes to sell. The maximum number of shares which the relevant Co-Sale Shareholder can sell under this procedure shall be:

$$\left(\frac{X}{Y} \right) \times Z$$

where:

- X is the number of Equity Shares held by the Co-Sale Shareholder;
- Y is the total number of Equity Shares and Ordinary A Shares (excluding Treasury Shares) held by the Selling Shareholder and all Co-Sale Shareholders; and
- Z is the number of Equity Shares and Ordinary A Shares the Selling Shareholder proposes to sell.

If a Co-Sale Shareholder does not send a counter-notice within such five Business Day period they shall be deemed to have specified that they wish to sell no shares.

- 22.4 Following the expiry of five Business Days from the date the Co-Sale Shareholder receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Company a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which the Co-Sale Shareholders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the relevant Shareholders the number of shares indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder from the Buyer.

- 22.5 No sale by the Selling Shareholders shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.

- 22.6 Sales made in accordance with this Article 22 shall not be subject to Article 16.

23 GENERAL MEETINGS

- 23.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.

- 23.2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least 25 per cent in nominal value of the Equity Shares (excluding Treasury Shares, but including an Investor Majority), any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 23.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.

24 PROXIES

- 24.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".
- 24.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:
- 24.2.1 be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied 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;
 - 24.2.2 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 company secretary or to any Director; or
 - 24.2.3 in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the chairman or to the company 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.

25 ALTERNATE DIRECTORS

- 25.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the "**Appointer**") may appoint (i) any other Director or (ii) subject to prior approval by a resolution of the Board (acting with Investor Director Consent), any other person, as they think fit to be their alternate Director to:
- 25.1.1 exercise that Director's powers; and
 - 25.1.2 carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

Save where the proposed alternate is a Director, the appointment of an alternate Director shall require approval by a resolution of the Board (acting with Investor Director Consent).

- 25.2 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 (acting with Investor Director Consent).
- 25.3 The notice must:
- 25.3.1 identify the proposed alternate; and
 - 25.3.2 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.
- 25.4 An alternate Director has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.
- 25.5 Except as these Articles specify otherwise, alternate directors:
- 25.5.1 are deemed for all purposes to be Directors;
 - 25.5.2 are liable for their own acts and omissions;
 - 25.5.3 are subject to the same restrictions as their Appointors; and
 - 25.5.4 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.
- 25.6 A person who is an alternate Director but not a Director:
- 25.6.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
 - 25.6.2 may sign a Directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate).
- No alternate may be counted as more than one Director for such purposes.
- 25.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision).
- 25.8 An alternate Director is not entitled to receive any remuneration from the company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.
- 25.9 An alternate Director's appointment as an alternate shall terminate:
- 25.9.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

25.9.2 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;

25.9.3 on the death of the alternate's Appointor; or

25.9.4 when the alternate's Appointor's appointment as a Director terminates.

26 NUMBER OF DIRECTORS

Unless and until the Company shall otherwise determine by ordinary resolution (acting with Investor Consent), the number of Directors shall not be more than six.

27 APPOINTMENT OF DIRECTORS

27.1 Subject to Article 27.2, each Founder, for so long as he (i) holds directly at least 5 percent of the issued Shares (excluding Deferred Shares); and (ii) is not a Bad Leaver, shall have the right to appoint themselves to serve as a Director and of each committee of the board of the Company (each a "**Founder Director**").

27.2 Notwithstanding Article 27.1, if both Founders cease to be Employees for any reason, then Sebastian Barker shall no longer be entitled to appoint himself as a Founder Director in accordance with Article 27.1.

27.3 The CEO shall be a Director and shall cease to be a Director upon ceasing to be the CEO. Subject always to any requirement for such change to be approved by Investor Majority, the CEO may be appointed, removed and replaced by a decision of the majority of the Board.

27.4 Subject to clause 4.7.2 of the Investment Agreement, for so long as it holds any Shares, Chalfen shall, during the period of four years commencing on the date of the Shareholders' Agreement, have the right to appoint and maintain in office such natural person as it may from time to time nominate as a non-executive Director (and as a member of each and any committee of the Board and any Subsidiary board or any committees thereof) (the "**Chalfen Director**") and to remove any non-executive director so appointed and, upon their removal whether by Chalfen or otherwise, to appoint another non-executive director in their place, provided that the appointment of any person, who is not Michael Chalfen or an employee, consultant or advisor of Chalfen, its Affiliates and/or any Member of the same Fund Group as Chalfen, as Chalfen Director shall require the prior written approval of the Founders (such approval not to be unreasonably withheld or delayed). Unless the Board shall otherwise notify Chalfen in writing, Chalfen's appointment rights under this Article 27.4 shall immediately lapse upon the fourth anniversary of the date of the Shareholders' Agreement.

27.5 Following the termination of the appointment of the Chalfen Director pursuant to clause 27.4, Chalfen shall have the right to appoint and maintain in office a representative of Chalfen to attend as an observer (the "**Chalfen Observer**") at each and any meeting of the Board (and of each and any committee of the Board and any Subsidiary board or any committees thereof) who shall be entitled to reasonable notice of and to attend and speak at all meetings of the Board (including committees thereof) and of any subsidiary's board (or committees thereof) but will not be entitled to vote.

27.6 For as long as the TP Investor (together with its Permitted Transferees) holds 1.0% of Shares, the TP Manager will be entitled to nominate one person to act as an observer to the Board (including committees thereof) and any Subsidiary's board (or committees thereof) who shall be entitled to reasonable notice of and to attend and speak at all meetings of the Board

(including committees thereof) and of any subsidiary's board (or committees thereof) but shall not be entitled to vote at any such meeting.

28 DISQUALIFICATION OF DIRECTORS

In addition to that provided in article 18 of the Model Articles, 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 (acting with Investor Director Consent) resolve that his office be vacated.

29 PROCEEDINGS OF DIRECTORS

- 29.1 The quorum for Directors' meetings shall be two Directors and which must include the Chalfen Director (if so appointed) and at least one Founder Director (if appointed). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting and the Chalfen Director. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed.
- 29.2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 29.3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.
- 29.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 29.5 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.
- 29.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes during the period between the Date of Adoption and the Next Funding Round, the chairman shall have a second or casting vote. Following the Next Funding Round, no Director shall have a second or casting vote in the case of any equality of votes.
- 29.7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

30 DIRECTORS' INTERESTS

Specific interests of a Director

- 30.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:
- 30.1.1 where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
 - 30.1.2 where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;
 - 30.1.3 where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
 - 30.1.4 where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
 - 30.1.5 where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;
 - 30.1.6 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 30.1.7 any other interest authorised by ordinary resolution.

Investor interests of Directors

- 30.2 In addition to the provisions of Article 30.1, subject to the provisions of the Act and provided (if these Articles so require) that they have declared to the Directors in accordance with the provisions of these Articles, the nature and extent of their interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding their office, have an interest arising from any duty they may owe to, or interest they may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:
- (a) an Investor;
 - (b) a Fund Manager which advises or manages an Investor;

- (c) any of the funds advised or managed by a Fund Manager who advises or manages an Investor from time to time; or
- (d) another body corporate or firm in which a Fund Manager who advises or manages an Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including any portfolio companies.

Interests of which a Director is not aware

- 30.3 For the purposes of this Article 30, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

- 30.4 In any situation permitted by this Article 30 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

- 30.5 Any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

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

- a) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
- b) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
- c) restricting the application of the provisions in Articles 30.6 and 30.7, so far as is permitted by law, in respect of such Interested Director;

30.5.2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 30.

Director's duty of confidentiality to a person other than the Company

- 30.6 Subject to Article 30.7 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 30), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

- 30.6.1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
 - 30.6.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.
- 30.7 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 30.6 shall apply only if the conflict arises out of a matter which falls within Article 30.1 or has been authorised under section 175(5)(a) of the Act.

Additional steps to be taken by a Director to manage a conflict of interest

- 30.8 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:
- 30.8.1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
 - 30.8.2 excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director to declare an interest

- 30.9 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 30.1 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:
- 30.9.1 falling under Article 30.1.7;
 - 30.9.2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
 - 30.9.3 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

- 30.10 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 30.
- 30.11 For the purposes of this Article 30:
- 30.11.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;

30.11.2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director;

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

31 INDEMNITIES AND INSURANCE

31.1 Subject to the provisions of and so far as may be permitted by, the Act:

31.1.1 every Director (current and former) or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no current or former Director or current or former director of any associated company is indemnified by the Company against:

- a) any liability incurred by the director to the Company or any associated company; or
- b) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
- c) any liability incurred by the director:
 - i in defending any criminal proceedings in which he is convicted;
 - ii in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
 - iii in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 31.1.1a), 31.1.1c)ii and 31.1.1c)iii applying;

31.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such current or former Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

- 31.2 The Company shall (at the cost of the Company) effect and maintain for each current or former director of any associated company policies of insurance insuring each such director against risks in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

32 SECRETARY

Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.