

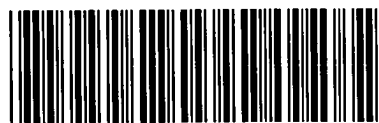
Thalamos Limited

Articles of Association

**Private Company Limited By Shares
Company Number 10814088**

**Incorporated in England and Wales
on 12 June 2017 under the Companies Act 2006**

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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"**) will apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following articles (the **"Articles"**).
- 1.2 In these Articles and the Model Articles any reference to any statutory provision will 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:
- (a) article headings are used for convenience only and will not affect the construction or interpretation of these Articles;
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles will not apply to the Company;
 - (d) Article 14.10, Article 17.3 and Article 17.4 will not apply to Seedrs Nominees Limited;
 - (e) reference to **"issued Shares"** of any class will exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise; and
 - (f) reference to the **"holders"** of Shares or of a class of Shares will exclude the Company holding Treasury Shares from time to time, unless stated otherwise.

2 DEFINITIONS

"Accepting Shareholder" has the meaning given to it in Article 19.5;

"Act" means the Companies Act 2006;

"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;

"Additional Shares" means the Shares issued to one or more additional investors for a maximum aggregate nominal value of £3.053 in accordance with the Subscription and Shareholders Agreement;

"Adjustment Event" means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the Shareholders) or any consolidation or subdivision or any repurchase or redemption of shares or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company, in each case as determined by the Board with Majority Consent;

"AIM Rules" means the AIM Rules for Companies published by the London Stock Exchange plc governing the admission to and the operation of the AIM market;

"Allocation Notice" means a notice in writing given by the Board in relation to the allocation in accordance with Article 15.10(b);

"Applicant" has the meaning given to it in Article 15.10(b);

"Arrears" means 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" means the disposal by the Company of all or substantially all of its undertaking and assets to any third party, 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 (whether or not an associate as so determined);
- (b) any Member of the same Group;
- (c) any Member of the same Fund Group;

"Auditors" means the auditors of the Company from time to time;

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

"B Ordinary (Non-Voting) Shares" means a class of ordinary shares with no voting or dividend rights and of £0.001 nominal value each in the capital of the Company and having the rights described in these Articles;

"Bad Leaver" means a person who ceases to be an Employee at any time during their Vesting Period as a consequence of that person ceasing to be an Employee:

- (a) as a result of dismissal for gross negligence, wilful or gross misconduct (including fraud); and/or
- (b) on the grounds of material breach of any material term of any agreement between the Shareholders, the Founder and the Company; and/or
- (c) who is in breach of any restrictive covenants in their contract of employment; and/or
- (d) who is in repudiatory breach of their contract of employment or the Subscription and Shareholders Agreement;

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

"Business" means A platform which facilitates an electronic Mental Health Act. ;

"Business Days" means days other than a Saturday, Sunday or public holiday in England and Wales;

"Buyer" has the meaning given to it in Article 19.1;

"Call" has the meaning given to it in Article 36.1;

"Call Notice" has the meaning given to it in Article 36.1;

"Call Payment Date" has the meaning given to it in Article 36.10;

"Called Shareholders" has the meaning given to it in Article 21.1;

"Called Shares" has the meaning given to it in Article 21.2(a);

"Capitalised Sum" has the meaning given to it in Article 39.1(b);

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

"Company" means Thalamos Limited, a company incorporated in England and Wales with Company Number 10814088 and registered office at Health Foundry, 1 Royal Street, London, SE1 7LL, United Kingdom;

"Company's Lien" has the meaning given to it in Article 35.1;

"Confidential Information" means any information or know-how of a secret or confidential nature relating to any Group Company or of any Shareholder, including without limitation:

- (a) any information regarding the Subscription and Shareholders Agreement and the investment by the Investors in the Company;
- (b) any financial information or trading information relating to any Group Company or any Shareholder which a Shareholder may receive or obtain as a result of entering into the Subscription and Shareholders Agreement;
- (c) in the case of each Group Company, information concerning:
 - (i) its finances and financial data, business transactions, dealings and affairs and prospective business transactions;
 - (ii) any operational model, its business plans and sales and marketing information, plans and strategies;
 - (iii) its customers, including without limitation, customer lists, customer identities and contact details and customer requirements;
 - (iv) any existing and planned product lines, services, price lists and pricing structures (including without limitation, discounts, special prices or special contract terms offered to or agreed with customers);
 - (v) its technology or methodology associated with concepts, products and services including research activities and the techniques and processes used for the development of concepts, products and services;
 - (vi) its computer systems, source codes and software, including without limitation, software and technical information necessary for the development, maintenance or operation of websites;
 - (vii) its current and prospective intellectual property;
 - (viii) its directors, officers, employees and shareholders (including, without limitation, salaries, bonuses, commissions, and the terms on which such individuals are employed or engaged and decisions or contents of Board meetings);
 - (ix) its suppliers, licensors, licensees, agents, distributors or contractors ("**Professional Contacts**"), both current and during the previous two years, including the identity of such Professional Contacts and the terms on which they do business, or participate in any form of commercial co-operations with any Group Company;
 - (x) information concerning or provided to third parties, in respect of which any Group Company owes a duty of confidence (in particular but without limitation, the content of discussions or communications with any prospective customers or prospective business partners);

- (xi) any other information which it may reasonably be expected would be regarded by a company as confidential or commercially sensitive,

provided that Confidential Information will not include any information which:

- (i) is, or becomes (other than through a breach of the Subscription and Shareholders Agreement or through the wrongful disclosure of any Shareholder), available in the public domain or otherwise available to the public generally without requiring a significant expenditure of labour, skill or money;
- (ii) is, at the time of disclosure, already known to the receiving Shareholder without restriction on disclosure;
- (iii) is, or subsequently comes, into the possession of the receiving Shareholder without violation of any obligation of confidentiality;
- (iv) is independently developed by the receiving Shareholder without breach of these Articles;
- (v) is explicitly approved for release by the written consent of an authorised representative of the disclosing Shareholder; or
- (vi) a Shareholder is required to disclose by law, by any securities exchange on which such Shareholder's securities are listed or traded, by any regulatory or governmental or other authority with relevant powers to which such Shareholder is subject or submits, whether or not the requirement has the force of law, or by any court order.

"Conflict Situation" means a situation where a Conflicted Director has a conflict of interest which for the avoidance of doubt includes a conflict of interest and duty and a conflict of duties;

"Conflicted Director" means a Director, including any shadow Director, who has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) as described in Article 30.5;

"Continuing Shareholders" has the meaning given to it in Article 15.8(a);

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

"CTA" means the Corporation Tax Act 2010;

"Data Protection Laws" means the United Kingdom General Data Protection Regulation, the Data Protection Act 2018 and all other mandatory laws and regulations of the United Kingdom which are applicable to the parties' processing of personal data under these Articles;

"Data Recipient" has the meaning given to it in Article 33;

"Data Recipient Group Companies" has the meaning given to it in Article 33;

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

"Deferred Shares" means deferred shares of £0.001 nominal value each in the capital of the Company and having the rights described in these Articles;

"Director" means a director or directors of the Company from time to time;

“Drag Along Notice” means a notice in writing given by the Selling Shareholders to exercise the Drag Along Options in accordance with Article 21.2;

“Drag Along Options” has the meaning given to it in Article 21.1;

“Drag Consideration” has the meaning given to it in Article 21.5;

“Drag Documents” means the documents set out in Article 21.7;

“Effective Termination Date” means the date on which the Employee gives or is deemed to have given or received notice to terminate such Employee’s employment or consultancy;

“EIS” means the enterprise investment scheme established by the Government of the United Kingdom;

“EIS Provisions” means the provisions of Part 5 of the ITA, sections 150A to 150D (inclusive), Schedule 5B and Schedule 5BA of the Taxation of Chargeable Gains Act 1992, and any other laws and regulations which are applicable to EIS;

“EIS Relief” means the tax relief available to Investors under the EIS Provisions;

“electronic address” has the meaning given to it in section 333 of the Act;

“electronic form” and **“electronic means”** have the meaning given to them in section 1168 of the Act;

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

“Eligible Shareholders” means Shareholders who would be entitled to vote on a matter had it been proposed as a written resolution or as a resolution at a meeting of the Shareholders;

“Employee” means an individual who is a director of, employed by or who provides consultancy or advisory services to a Group Company;

“Encumbrance” means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of preemption, 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 to it 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;

“Expert Valuer” is as determined in accordance with Article 16.1(a);

“Fair Value” is as determined in accordance with Article 16.3;

“Family Trust” means as regards any particular individual Shareholder or deceased or former individual Shareholder, a trust (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 will 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" means an accounting reference period (as defined by Part 15 Chapter 3 of the Act) of the Company;

"First Offer Period" has the meaning given to it in Article 15.8(a);

"Forced Leaver" means an Employee who at any time during their Vesting Period is made redundant or dismissed without being a Bad Leaver, including in circumstances determined by a court or tribunal of competent jurisdiction amounting to constructive dismissal;

"Forfeited Amounts" has the meaning given to it in Article 37.2;

"Founder" means Arden Tomison;

"Founder Director" means a person appointed as Director by the Founder under Article 26;

"Founder Shares" in relation to a Founder, means all Ordinary Shares held by:

- (a) the Founder in question; and
- (b) any Permitted Transferee of that Founder

other than those Shares that the Board (excluding the Founder in question) declares itself satisfied were subscribed for at the price paid by any arm's length investor at that time;

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

"Good Leaver" means a person who

- (a) ceases to be an Employee at any time during the Vesting Period on the grounds of death, disability, illness or other incapacity, and
- (b) is not a Bad Leaver nor a Forced Leaver; or
- (c) is a Bad Leaver whom the Board (acting with Majority Consent) at its discretion deems to be a Good Leaver;

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time and **"Group Company"** will be construed accordingly;

"hard copy form" has the meaning given to it in section 1168 of the Act;

"Initial Vested Proportion" means, in relation to Founder Shares, the vested proportion of such Shares at the Effective Termination Date should the relevant holder of the Founder Shares in question become a Leaver on the Vesting Starting Date, set at 50% for a holder of Founder Shares;

"Investment Fund" means a fund, partnership, company, investment trust, syndicate or other entity whose principal business is to make investments and whose business is managed or advised by a Fund Manager;

"Investor" means any Shareholder other than:

- (a) a Founder or a current or departed Employee of the Company;
- (b) a Shareholder whose allotment was in exchange for services provided to the Company;
- (c) a Shareholder whose allotment or acquisition was as a result of a Permitted Transfer by reason of being a Privileged Relation, Trustee or Qualifying Company;

"Investor Majority" means the holders of at least 50% of the voting Shares, excluding those Shares held by the Founder;

"IPO" means the admission of all or any of the Shares to the Official List of the United Kingdom Listing Authority and to trading on the London Stock Exchange or the admission of any or all of the Shares to the AIM market operated by the London Stock Exchange or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

"ITA" means the Income Tax Act 2007;

"ITEPA" means Income Tax (Earnings and Pensions) Act 2003;

"Leaver" means a person who ceases to be an Employee after the Vesting Starting Date;

"Lien Enforcement Notice" means a notice complying with Article 35.4;

"Listing Rules" means the listing rules made by the United Kingdom Listing Authority as the competent authority pursuant to Part VI of the Financial Services and Markets Act 2000 and including any guidance or guidance manual issued by the United Kingdom Listing Authority from time to time relating to or connected with the listing rules;

"Majority Consent" means the prior written consent and/or deemed consent of the Investor Majority, and for the purposes of this definition a member of the Investor Majority will be deemed to have consented if no response has been received from that member 15 Business Days after the respective request for consent was deemed to have been served on them in accordance with Article 31;

"Material Adverse Effect" means an act or omission, or the occurrence of a fact, matter, event or circumstance affecting the Company giving rise to, or which is likely to give rise to, a material adverse effect on the business, operations, assets, liabilities, financial condition or results of operations of the Company taken as whole;

"Member of the same Fund Group" means if the Shareholder is an Investment Fund or other entity whose business is managed by a Fund Manager or is a nominee of any such Investment Fund:

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);
- (b) any other Investment Fund whose business is managed or advised by the same Fund Manager as manages or advises the Investment Fund which is or whose nominee is the transferor;
- (c) the Fund Manager who manages the business of the Investment Fund which is or whose nominee is the transferor; any Investment Fund managed or advised by that Fund Manager;
- (d) any Parent Undertaking or Subsidiary Undertaking of the Investment Fund or of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Investment Fund or that Fund Manager; or
- (e) any trustee, nominee or custodian of such Investment Fund and vice versa;

"Member of the same Group" means as regards to 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;

"Minimum Number of Sale Shares" has the meaning given to it in Article 15.2(d);

"Minimum Transfer Condition" has the meaning given to it in Article 15.2(d);

"New Securities" means 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 excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption;

"New Shareholder" has the meaning given to it in Article 21.12;

"Nil-Transfer Shares" means a Leaver's Founder Shares in relation which the relevant Leaver is deemed to have given a Transfer Notice at the Transfer Price of nil in accordance with these Articles;

"Offer" has the meaning given to it in Article 19.2;

"Offer Period" has the meaning given to it in Article 19.3;

"Option Shares" means the B Ordinary (Non-Voting) Shares of £0.001 nominal value each in the capital of the Company and having the rights described in these Articles resulting from the exercise of options in the option pool reserved for issuance to employees and advisors to the Company;

"Ordinary Shares" means a class of ordinary shares with voting and dividend rights and of £0.001 nominal value each in the capital of the Company and having the rights described in these Articles;

"Original Shareholder" has the meaning given to it in Article 14.1;

"Parent Undertaking" has the meaning given to it in section 1162 of the Act;

"Permitted Transfer" means a transfer of Shares in accordance with Article 14;

"Permitted Transferee" means:

- (a) in relation to a Shareholder who is an individual, any of their Privileged Relations, Trustees or Qualifying Companies;
- (b) in relation to a Shareholder who is a Family Trust or its Trustees, the beneficiaries of such Family Trust;
- (c) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act), any Member of the same Group;
- (d) in relation to a Shareholder which is an Investment Fund, any Member of the same Fund Group;
- (e) in relation to a Shareholder who is a member of a funding syndicate, another member of that syndicate;
- (f) in relation to an Investor:
 - (i) a Member of the same Group,
 - (ii) any Member of the same Fund Group, and
 - (iii) any bare nominee of that Investor;
- (g) in relation to a Shareholder who is a nominee for an individual, the beneficial owner of such Shares or the beneficial owner's Privileged Relations, Trustees, or Qualifying

Companies;

"Primary Holder" has the meaning given to it in Article 31.8;

"Priority Rights" means the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 15.7;

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

"Pro Rata Share" has the meaning given to it in Article 12.3(a);

"Proceeds of Sale" means the consideration payable (including any deferred and/or contingent consideration and any other consideration 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 being sold) 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 Majority Consent;

"Proposed Purchaser" means a bona fide independent third party proposed purchaser who at the relevant time has made an offer on arm's length terms;

"Proposed Sale Date" has the meaning given to it in Article 19.3;

"Proposed Sale Notice" means a notice in writing in relation to the Offer in accordance with Article 19.3;

"Proposed Sale Shares" has the meaning given to it in Article 19.3;

"Proposed Selling Shareholder" means any Shareholder proposing to transfer any Shares;

"Proposed Transfer" has the meaning given in Article 19.1;

"Qualifying Company" means 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);

"Qualifying Person" has the meaning given to it in section 318(3) of the Act;

"Realisation Price" means the value of each Ordinary Share (excluding Treasury Shares) in issue immediately prior to an IPO, determined by reference to the price per share at which Ordinary Shares are to be offered for sale, placed or otherwise marketed pursuant to such IPO;

"Relevant Rate" has the meaning given to it in Article 36.10;

"Restricted Member" has the meaning given to it in Article 18.7;

"Restricted Shares" means the Shares held by the Restricted Member whose voting rights may be suspended in accordance with Articles 18.7 and 18.8;

"Sale" means a Share Sale or an Asset Sale;

"Sale Shares" has the meaning given to it in Article 15.2(a);

"SEIS" means the seed enterprise investment scheme established by the Government of the United Kingdom;

"SEIS Provisions" means the provisions of Part 5A of the ITA, Sections 150E to 150G (inclusive) and Schedule 5BB of the Taxation of Chargeable Gains Act 1992, and any other laws and regulations which are applicable to SEIS;

"SEIS Relief" means the tax reliefs available to Investors under the SEIS Provisions;

"Seller" has the meaning given to it in Article 15.2;

"Selling Shareholders" has the meaning given to it in Article 21.1;

"Selling Shareholders' Shares" has the meaning given to it in Article 21.1;

"Share Option Plan" means the share option plan, if any, established by the Company pursuant to the Subscription and Shareholders Agreement;

"Share Sale" means the sale of, or the grant of a right to acquire or to dispose of, any of the Shares, in one transaction or as a series of transactions, which will result in the purchaser of those Shares, or the grantee of that right, and persons Acting in Concert with them, 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;

"Shareholder" means any holder of any Shares (but excludes the Company holding Treasury Shares);

"Shareholders Entitled" has the meaning given to it in Article 39.1(b);

"Shares" means the B Ordinary (Non-Voting) Shares and Ordinary Shares and any other class of share (if any) in the capital of the Company from time to time, but excluding the Deferred Shares;

"Specified Price" has the meaning given to it in Article 19.7(b);

"Subscribers" has the meaning given to it in Article 12.3;

"Subscription and Shareholders Agreement" means the subscription and shareholders agreement entered into on 19 August 2022 between the Company, its existing Shareholders, and subscribers for newly allotted Shares;

"Subscription Period" has the meaning given to it in Article 12.3(a);

"Subsidiary" has the meaning given to it in section 1159 of the Act;

"Subsidiary Undertaking" has the meaning given to it in section 1162 of the Act;

"Supplemental Consideration" has the meaning given to it in Article 19.7(b);

"Supplemental Price" has the meaning given to it in Article 19.7(b);

"Surplus Assets" has the meaning given to it in Article 6.1;

"Transfer Notice" has the meaning given to it in Article 15.2;

"Transfer Price" has the meaning given to it in Article 15.2;

"Treasury Shares" means 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;

"Unvested Proportion" means, in relation to Founder Shares, 1 minus the Vested Proportion of such Shares at the Effective Termination Date should the Employee in question become a Leaver on or after the Vesting Starting Date;

"Unvested Shares" means the Unvested Proportion of those Founder Shares which may be subject to the provisions of Article 18;

"Vested Proportion" means, in relation to Founder Shares, the vested proportion of such Shares at the Effective Termination Date should the Employee in question become a Leaver on or after the Vesting Starting Date and calculated as

$$V = Iv + (1-Iv) * N / P$$

where:

Iv is the Initial Vested Proportion, being 50%

N is the number of full months from the Vesting Starting Date to the Effective Termination Date

P is the Vesting Period expressed as a number of months

the **Vested Proportion** is the lesser of 1 and **V**

For example, a Founder with an Initial Vested Proportion of 50%, a Vesting Period of 2 years and a Vesting Starting Date being the Date of Adoption who becomes a Leaver during the 6th month after that date would have a Vested Proportion of $V = 50\% + 50\% * 5/24 = 60.41\%$;

"Vesting Period" means in relation to Founder Shares, the period over which such Founder Shares or a proportion of them continue to vest, such period being set at 2 years in these Articles;

"Vesting Starting Date" means in the case of a Founder, the Date of Adoption;

3 OBJECTS

The company operates as a for profit for purpose enterprise. In so doing the company is committed to acting in the best interests of patients, clinicians, the NHS, staff, suppliers and the environment.

The best interests test is based on the opinions of the directors and is reported annually to shareholders.

4 SHARE CAPITAL

- 4.1 In these Articles, unless the context requires otherwise, references to shares of a particular class will 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.
- 4.2 The Company's share capital is divided into B Ordinary (Non-Voting) and Ordinary Shares which, save as provided in the Articles, will rank as equal in all respects but will constitute separate classes of shares.
- 4.3 Subject to Majority Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.
- 4.4 Paragraph (c) of article 24(2) of the Model Articles will be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and".
- 4.5 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the Directors decide" in paragraph (c) will be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine".

- 4.6 For the avoidance of doubt, the Company will not exercise any right in respect of any Treasury Shares, including without limitation any right to:
- (a) receive notice of or to attend or vote at any general meeting of the Company;
 - (b) receive or vote on any proposed written resolution; and
 - (c) receive a dividend or other distribution
- save as otherwise permitted by section 726(4) of the Act.

5 DIVIDENDS

- 5.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 5.
- 5.2 Any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the Shareholders with dividend rights (pari passu as if the Shares with dividend rights constituted one class of share) pro rata to their respective holdings of such Shares.
- 5.3 Subject to the Act and these Articles, the Board may determine to pay interim dividends if justified by the Available Profits in respect of the relevant period. Any such interim dividend will be distributed in accordance with Article 5.2.
- 5.4 Every dividend will accrue on a daily basis assuming a 365 day year. All dividends are expressed net and will be paid in cash.
- 5.5 On an IPO, if the Company has insufficient Available Profits for distribution to pay any Arrears, the Company will, by way of special dividend and in lieu of the accrued dividends the Company is prohibited from paying, allot to each Shareholder by way of capitalisation of reserves such number of Ordinary Shares (disregarding any fraction of a share) as will have an aggregate Realisation Price equal to the unpaid dividend.
- 5.6 If there are nil paid or partly paid Share(s), any holder of such Share(s) will only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such Share(s) during any portion or portions of the period in respect of which a dividend is paid. In addition, the proportions of the dividends not paid to holders of not fully paid Shares will be waived by such holders and distributed to Shareholders who are fully paid up in proportion to their shareholding.
- 5.7 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 5.8 If:
- (a) a Share is subject to the Company's Lien; and
 - (b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it,
- they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted will be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide). The Company will notify the distribution recipient in writing of:

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

5.9 Article 31(1) of the Model Articles will be amended by:

- (a) 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
- (b) 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".

6 LIQUIDATION

6.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares by the Company) the surplus assets of the Company remaining after payment of its liabilities (the "**Surplus Assets**") will be applied (to the extent that the Company is lawfully permitted to do so) as follows:

- (a) first, in paying the holders of Deferred Shares (if any) £1 in aggregate for all Deferred Shares; and
- (b) then to the Shareholders pro rata to the number of Shares held by them.

7 EXIT PROVISIONS

7.1 On a Share Sale the Proceeds of Sale will be distributed in accordance with Article 6 and the Directors will 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:

- (a) the Directors will not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in accordance with this Article 7.1; and
- (b) the Shareholders will take any action required by Majority Consent to ensure that the Proceeds of Sale in their entirety are distributed in accordance with this Article 7.1.

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 will be paid by continuing the distribution from the previous distribution of consideration in accordance with Article 6.

7.2 On an Asset Sale, the Surplus Assets will be distributed (to the extent that the Company is lawfully permitted to do so) in accordance with Article 6 provided always that if it is not lawful for the Company to distribute its Surplus Assets in accordance with the provisions of these Articles, the Shareholders will take any lawful action reasonably required by Majority Consent (including, but without prejudice to the generality of this Article 7.2,

actions that may be necessary to put the Company into voluntary liquidation) so that Article 6 applies.

7.3 On an IPO any Treasury Shares will be cancelled.

8 VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS

- 8.1 The voting Shares will confer on each holder of such voting 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.
- 8.2 To the extent there are Shares with no voting rights in issue, those Shares will 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.
- 8.3 The Deferred Shares (if any) will 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.
- 8.4 Subject to Article 8.5, where Shares confer a right to vote in a general meeting, on a show of hands each holder of such voting Shares 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 will have one vote and on a poll each such holder so present will have one vote for each such Share held by them. On a proposed written resolution of the Company, each Shareholder will have one vote for each such voting Share held by them.
- 8.5 The voting rights held by any Shareholder who is eligible for SEIS Relief or EIS Relief pursuant to Article 8.4 will be restricted to the lower of:
- (i) 30% of the voting rights attaching to all Shares, or such other interest threshold as set out in Part 5 Chapter 2 of the ITA or Part 5A Chapter 2 of the ITA (as applicable) minus one vote; and
 - (ii) the proportion of votes allocated pursuant to Article 8.4.
- 8.6 No voting rights attached to a Share which is nil paid or partly paid may be exercised:
- (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
 - (b) on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that Share have been paid.

9 CONSOLIDATION OF SHARES

- 9.1 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 will not be bound to see to the application of the purchase money nor will their title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

- 9.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act, Majority Consent and 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.

10 DEFERRED SHARES

- 10.1 Subject to the Act, any Deferred Shares may be purchased back 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 will 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:
- (a) appoint any person to execute any transfer of (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise);
 - (b) receive the consideration for such a transfer or purchase (and give a good discharge for it) and hold the same on trust for the transferor(s);
 - (c) give, on behalf of such holder(s), consent to the cancellation of such Deferred Shares; and/or
 - (d) retain the certificate(s) (if any) in respect of such Deferred Shares pending the transfer, cancellation and/or purchase thereof.
- 10.3 No Deferred Share may be transferred without the prior consent of the Board.

11 VARIATION OF RIGHTS

- 11.1 Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75% in nominal value of the issued Shares of that class.
- 11.2 The creation of a new class of Shares which has preferential rights to one or more existing classes of Shares will not, except as provided in this Article 11, constitute a variation of the rights of those existing classes of Shares.

12 ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PREEMPTION

- 12.1 Subject to the remaining provisions of this Article 12 and to Majority Consent, the Directors are generally and unconditionally authorised for the purpose of section 551 of the Act to exercise any power of the Company to:
- (a) offer, allot or grant rights to subscribe for, or
 - (b) convert securities into,
- any Shares or any other relevant securities in the Company to any persons, at any times and subject to any terms and conditions as the Directors think proper, provided that:

- (i) this authority will only apply insofar as the Company has not by resolution waived or revoked it;
- (ii) this authority remains subject to Majority Consent unless such Majority Consent was explicitly not required for the allotment or issue of New Securities in accordance with the terms of the Subscription and Shareholders Agreement;
- (iii) insofar as it relates to the Additional Shares, this authority to allot will expire on 31 August 2022, and otherwise this authority will expire five years after the Date of Adoption, save that the Directors may make an offer or agreement which would or might require Shares to be allotted or rights granted to subscribe for or convert any security into Shares after the expiry of such authority (and the Directors may allot Shares or grant such rights in pursuance of an offer or agreement as if such authority had not expired).

This authority is in substitution for all subsisting authorities.

- 12.2 In accordance with section 567(1) of the Act, 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.
- 12.3 Unless a special resolution has been approved in a general meeting or by written resolution passed by at least 75% of the voting Shareholders, if the Company proposes to allot any New Securities at any time, with Majority Consent, those New Securities will not be allotted to any person unless the Company has in the first instance offered them to all voting Shareholders (the **"Subscribers"**) on the same terms and at the same price as those New Securities are being offered to other persons on a pari passu and pro rata basis to the number of voting Shares held by them. The offer:
 - (a) will 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"**), give details of the number of New Securities offered to each voting Shareholder on a pro rata basis to the number of voting Shares held by them (the **"Pro Rata Share"**) and the subscription price of such New Securities.
 - (b) may stipulate that any voting Shareholder who wishes to subscribe for a number of New Securities in excess of their Pro Rata Share will in their acceptance state the number of excess New Securities for which they wish to subscribe.
- 12.4 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 will be allotted to the largest number of Subscribers who have applied for at least the same multiple of their Pro Rata Share of New Securities on a pro rata basis to the number of voting Shares held by such Subscribers which procedure will 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 them).
- 12.5 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 will be allotted to the Subscribers in accordance with their applications and any remaining New Securities will be offered to any other person as the Directors may determine over a period no longer than three months following the end of the Subscription Period at the same price and on the same terms as the offer to the Subscribers.
- 12.6 Subject to Articles 12.3 to 12.5 (inclusive) and to the provisions of section 551 of the Act, any New Securities will be at the disposal of the Board who may allot, grant options over

or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that such allotment, grant or disposal must be approved in writing by Majority Consent.

12.7 The provisions of Articles 12.3 to 12.6 (inclusive) will not apply to:

- (a) an option to subscribe for Option Shares and the issue of Option Shares (provided the option was granted in accordance with the terms of such Share Option Plan, the Subscription and Shareholders Agreement and these Articles);
- (b) any Shares or other securities issued by the Company in order for the Company to comply with its obligations under these Articles, including (without limitation) the issue of:
 - (i) any Ordinary Shares on an IPO pursuant to Articles 5.5 and 7.3;
 - (ii) New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by Majority Consent;
 - (iii) New Securities issued as a result of an Adjustment Event, which has been approved in writing by Majority Consent; and
 - (iv) the allotment and issue of the New Securities pursuant to and in accordance with the terms of the Subscription and Shareholders Agreement which can be allotted or issued without any preemption rights or Majority Consent applying.

12.8 Any New Securities offered to Shareholders under Article 12.3 may be accepted (in full or in part) and assigned by a Shareholder (a) which is an Investment Fund, to a Member of the same Fund Group, or (b) which is a member of a funding syndicate, to another member of that syndicate, or (c) which is a company, to a Member of the same Group.

12.9 No Shares will be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective employee or prospective director, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person, if required by the Company, has entered into a joint section 431 ITEPA election with the Company.

13 TRANSFERS OF SHARES - GENERAL

13.1 In Articles 13 to 21 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.

13.2 No Share may be transferred unless the transfer is made in accordance with these Articles.

13.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles they will be deemed immediately to have served a Transfer Notice in respect of all Shares held by them.

13.4 Any transfer of a Share by way of sale which is required to be made under Articles 15 to 21 inclusive will be deemed to include a warranty that the transferor sells with full title guarantee.

13.5 A Founder together with any Permitted Transferee of such Founder may transfer up to an aggregate of 10% of their Founder Shares, as held at the Date of Adoption, at any time prior to an IPO without any Board approval or Majority Consent but may not transfer more

than such aggregate of 10% of those Founder Shares prior to an IPO without Majority Consent (other than in accordance with Article 21).

13.6 It is hereby agreed by the Shareholders that on an IPO the Shareholders will, to the extent required by the Listing Rules, the AIM Rules, or any equivalent requirements of any other recognised investment exchange (as defined in the Financial Services and Markets Act 2000):

- (a) retain such number of their Shares held at the time of the IPO for such period after IPO as is required by the Listing Rules or the rules and requirements of the relevant recognised investment exchange; and
- (b) have regard to the recommendation of the Company's brokers on a IPO in determining their respective sale of Shares upon the Company's IPO and/or any restrictions on the sale of their Shares on or for a period following the IPO and will make such determination with a view to ensuring the success of the IPO.

13.7 The Directors may refuse to register a transfer if:

- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
- (b) the transfer is to an Employee, Director or prospective employee or 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 in a joint section 431 ITEPA election with the Company;
- (c) it is a transfer of a Share:
 - (i) which is not fully paid;
 - (ii) to a person of whom the Directors, acting reasonably, do not approve or believe to be in competition with the business of the Company; or
 - (iii) on which Share the Company has a lien;
- (d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
- (e) 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;
- (f) the transfer is in respect of more than one class of Shares;
- (g) the transfer is in favour of more than four transferees; or
- (h) these Articles otherwise provide that such transfer will not be registered.

13.8 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.

13.9 The Directors may, as a condition to the registration of any transfer of Shares (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 any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the

transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 13.9 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

13.10 To enable the Directors to determine whether or not there has been any disposal of Shares (or any interest in Shares) in breach of these Articles the Directors may 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 such information and evidence as 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 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 (acting with Majority Consent) will immediately notify the holder of such Shares in writing of that fact and the following will occur:

- (a) the relevant shares will cease to confer upon the holder of them (including any proxy appointed by the holder) any rights:
 - (i) to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that such rights will not cease if as a result of such cessation the Company will become a Subsidiary of an Investor; or
 - (ii) to receive dividends or other distributions otherwise attaching to those Shares or to any further Shares issued in respect of those Shares, except no dividend rights will be suspended within period B under sections 173 and 257AC of the ITA if such suspension will cause any Investor to lose SEIS Relief or EIS Relief (as applicable) in relation to those Shares; and
- (b) the holder may be required at any time following receipt of the notice to transfer some or all of their 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 (a) above may be reinstated by the Board subject to Majority Consent and will in any event be reinstated upon the completion of any transfer referred to in (b) above.

13.11 In relation to Article 13.10 where the Board may require a Transfer Notice to be given in respect of any Shares (in accordance with the provisions of these Articles) if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice will be deemed to have been given at the expiration of that period.

13.12 If a Transfer Notice is required to be given by the Board in accordance with Article 13.11 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:

- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (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 5

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;

- (b) it does not include a Minimum Transfer Condition (as defined in Article 15.2(d)); and
- (c) the Seller wishes to transfer all of the Shares held by it.

13.13 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:

- (a) the transferor; and
- (b) (if any of the shares is partly or nil paid) the transferee.

14 PERMITTED TRANSFERS

14.1 Subject always to Article 13.2, a Shareholder (who is not a Permitted Transferee) (the “**Original Shareholder**”) may transfer all or any of their Shares to a Permitted Transferee without restriction as to price or otherwise provided that any Founder wishing to transfer Founder Shares under this Article 14.1 will comply with Article 13.5 and save that no Restricted Shares will be transferred to a Permitted Transferee without Majority Consent.

14.2 Shares previously transferred as permitted by Article 14.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.

14.3 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.

14.4 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 15 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.

14.5 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must not later than 15 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 Fund Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares.

14.6 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.

14.7 No transfer of Shares may be made to Trustees unless the Board is satisfied:

- (a) with the terms of the trust instrument and in particular with the powers of the trustees;

- (b) with the identity of the proposed trustees;
 - (c) the proposed transfer will not result in 50% or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - (d) 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.
- 14.8 If a company to which a Share has been transferred under Article 14.6 ceases to be a Qualifying Company it must within 5 Business Days of so ceasing, transfer the Shares held by it to the Trustees or to a Qualifying Company (and may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such Shares.
- 14.9 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 they must, within 15 Business Days of so ceasing either:
- (a) execute and deliver to the Company a transfer of the Shares held by them to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - (b) give a Transfer Notice to the Company in accordance with Article 15.2,
- failing which they will be deemed to have given a Transfer Notice.
- 14.10 On the death (subject to Article 14.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) their personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within 5 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 will 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 5 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.
- 14.11 Notwithstanding anything to the contrary in these Articles, in respect of any Shares held by Seedrs Nominees Limited, the following transfers will be permitted without any restrictions as to price, requirement to offer on a pre-emptive basis or otherwise, and the Board will not refuse to register such transfers:
- (a) any transfer of the Shares to any person who is the beneficial owner of such shares;
 - (b) any transfer of the Shares to any person who is to hold the shares as nominee for the beneficial owner in substitution for the then registered shareholder; and
 - (c) any transfer of the beneficial ownership of such share, where the identity of the registered legal shareholder remains the same before and immediately after such transfer of beneficial ownership.

15 TRANSFERS OF SHARES SUBJECT TO PREEMPTION RIGHTS

- 15.1 Save where the provisions of Articles 13.5 (Permitted Founder Share Transfers), 14 (Permitted Transfers), 17 (Compulsory Transfers - General), 18 (Compulsory Transfers - Founders), 19 (Tag Along), 20 (Co-Sale Right) or 21 (Drag Along) apply, any transfer of Shares by a Shareholder will be subject to the preemption rights contained in this Article 15.
- 15.2 A Shareholder who wishes to transfer Shares (a "**Seller**") will, 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:
- (a) the number and the class of Shares which the Seller wishes to transfer (the "**Sale Shares**");
 - (b) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
 - (c) the price (in cash) at which the Seller wishes to transfer the Sale Shares; and
 - (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares (the "**Minimum Number of Sale Shares**") being sold to Shareholders (a "**Minimum Transfer Condition**").

If no cash price is specified by the Seller in accordance with Article 15.2(c), the price at which the Sale Shares are to be transferred (the "**Transfer Price**") must be agreed by the Board (including Majority 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 (including Majority 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.

- 15.3 The right of preemption in Article 15.1 may be assigned by a Shareholder (a) which is an Investment Fund, to a Member of the same Fund Group, or (b) to a Member of the same Group, or (c) which is a member of a funding syndicate, to another member of that syndicate.
- 15.4 Except with the written consent of the Board, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 15.5 A Transfer Notice constitutes appointment of the Company as the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 15.6 As soon as practicable following the later of:
- (a) receipt of a Transfer Notice; and
 - (b) in the case where the Transfer Price has not been specified or the Transfer Notice is deemed to have been served, the determination of the Transfer Price under Article 16,

the Board will offer the Sale Shares for sale to the Shareholders in the manner set out in Articles 15.7 and 15.8. Each offer must be in writing and give details of the Seller, the number, class and Transfer Price of the Sale Shares offered.

15.7 Priority Rights for offer of Sale Shares

Subject to Article 18.2, the Sale Shares will be offered in the following priority:

- (a) to all Shareholders; and
- (b) thereafter, to the Company;

in each case on the basis set out in Article 15.8.

15.8 **Transfers: Offer**

- (a) The Board will offer the Sale Shares pursuant to the Priority Rights to all Shareholders specified in the offer and in accordance with Article 15.7 above 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 “**First Offer Period**”) for the maximum number of Sale Shares they wish to buy.
- (b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Article 15.8 will be conditional on the fulfilment of the Minimum Transfer Condition.
- (c) If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board will 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 their existing holding of the relevant class(es) of Shares bears to the total number of the relevant class(es) of Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure will be repeated until all Sale Shares have been allocated but no allocation will be made to a Shareholder of more than the maximum number of Sale Shares which they have stated they are willing to buy.
- (d) If, at the end of the First Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board will allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be offered pursuant to the Priority Rights in accordance with Article 15.7 inviting them to apply in accordance with Article 15.8(a).

The process in Articles 15.8(a) to 15.8(d) (inclusive) will be repeated mutatis mutandis until such time as the total number of Shares applied for is equal to or exceeds the number of Sale Shares and the Board has allocated all such Sale Shares to the relevant Continuing Shareholders or the Sale Shares have been offered to all Shareholders with Priority Rights in accordance with Article 15.7 and the process in Articles 15.8(a) to 15.8(d) (inclusive) has been exhausted. If at that time, the number of Sale Shares applied for is less than the number of Sale Shares, the Board will allocate the Sale Shares to the relevant Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 15.9(a).

15.9 **Completion of transfer of Unallocated Sale Shares**

- (a) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 15.9(b), the Seller may, within sixty (60) days after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price (provided that if there was a Minimum Transfer Condition in the Transfer Notice, the Seller may only sell all (but not some) of the Sale Shares).
- (b) The right of the Seller to transfer Shares under Article 15.9(a) does not apply if the Board is of the opinion on reasonable grounds that:
 - (i) the transferee is a person (or a nominee for a person) who the Board determine in their absolute discretion is a competitor with (or an Associate of

a competitor with) the Business or with a Subsidiary Undertaking of the Company;

- (ii) the transferee has not complied with Article 19 or Article 20;
- (iii) 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
- (iv) the Seller has failed or refused to provide promptly information available to it or them and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.

15.10 Completion of transfer of Sale Shares

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for and/or allocated is less than the Minimum Number of Sale Shares the Board will notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 15.8 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.
- (b) If:
 - (i) the Transfer Notice does not include a Minimum Transfer Condition; or
 - (ii) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the Minimum Number of Sale Shares,

the Board will, when no further offers are required to be made under Article 15.8 and once the requirements of Article 19 and/or Article 20 have been fulfilled to the extent required, give 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 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

- (c) 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.
- (d) If the Seller fails to comply with the provisions of Article 15.10(c):
 - (i) the chairperson of the Company or, failing the chairperson, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (a) complete, execute and deliver in the Seller’s name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (b) receive the Transfer Price and give a good discharge for it; and
 - (c) (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
 - (ii) the Company will pay the Transfer Price into a separate bank account in the

Company's name on trust (but without interest) for the Seller until such Seller has delivered to the Company their certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).

- 15.11 Any Sale Shares offered under this Article 15 to an Investor may be accepted in full or part by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 15.

16 VALUATION OF SHARES

- 16.1 If a Transfer Notice does not specify a Transfer Price or if a Transfer Notice is deemed to have been served (and the Transfer Price cannot be agreed between the Seller and the Board in accordance with the foregoing provisions) then, upon service of the Transfer Notice or, in the case of the deemed service of a Transfer Notice, on the date on which the Board first has actual knowledge of the facts giving rise to such deemed service, the Board will either (if required):

- (a) appoint an Expert Valuer to certify the Fair Value of the Sale Shares; or
- (b) specify, if the Fair Value has been certified by Expert Valuers within the preceding 12 weeks, that such Fair Value will be the Fair Value of the Sale Shares to which the Transfer Notice relates.

- 16.2 The Expert Valuer will be either:

- (a) the Auditors; or
- (b) (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 or deemed 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 the Board or the Seller and approved by the Company.

- 16.3 The "**Fair Value**" of the Sale Shares will be determined by the Expert Valuer on the following assumptions and bases:

- (a) valuing the Sale Shares as on an arm's length sale between a willing seller and a willing buyer;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Sale Shares are capable of being transferred without restriction;
- (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury 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
- (e) reflecting any other factors which the Expert Valuer reasonably believes should be taken into account.

- 16.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer will resolve that difficulty in whatever manner they will in their absolute discretion think fit.

- 16.5 The Expert Valuer will be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 16.6 The Expert Valuer will act as experts and not as arbitrators and their determination will be final and binding on the parties (in the absence of fraud or manifest error).
- 16.7 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.
- 16.8 The Expert Valuer will deliver their certificate to the Company. As soon as the Company receives the certificate it will 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 5 Business Days of the service on them of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 16.9 The cost of obtaining the certificate will be paid by the Company unless:
- (a) the Seller cancels the Company's authority to sell; or
 - (b) the price of the Sale Shares certified by the Expert Valuer is less than the price (if any) offered by the Directors to the Seller for the Sale Shares before the Expert Valuer was instructed,
- in which case the Seller will bear the cost.

17 COMPULSORY TRANSFERS - GENERAL

- 17.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder will be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.
- 17.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of their death the Directors may require the legal personal representatives of that deceased Shareholder either:
- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
 - (b) to show to the satisfaction of the Directors 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 17.2 will not be fulfilled to the satisfaction of the Directors within the time period specified by the Directors, a Transfer Notice will be deemed to have been given in respect of each such Share save to the extent that the Directors may otherwise determine.

- 17.3 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 their assets, the relevant Shareholder and all their Permitted Transferees will be deemed to have given a Transfer Notice in respect of all the Shares held by the relevant Shareholder and their Permitted Transferees save to the extent that, and at a time, the Directors may determine.
- 17.4 If there is a change in control (as control is defined in section 1124 of the CTA) of any Shareholder which is a company but not an Investment Fund, the Directors, should they

believe acting in good faith that such change in control could have a Material Adverse Effect on the Company or represent a significant infringement of its Shareholders' preemption or other rights, will have the power (having received the consent of Eligible Shareholders and with Majority Consent) to require in writing such Shareholder 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 will 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.

18 COMPULSORY TRANSFERS – FOUNDERS

Deemed Transfer Notice

18.1 A **Forced Leaver** will be entitled to keep all their Shares.

18.2 Subject to Article 18.3 and unless the Board determines that this Article 18.2 will not apply, if at any time during their Vesting Period a Founder is a Bad Leaver or Good Leaver, the treatment of the **Unvested Shares** will be as follows:

- (a) where the relevant Founder is a **Bad Leaver**, the relevant Founder will be deemed to have given a Transfer Notice in respect of the Unvested Shares on the Effective Termination Date, where the deemed Transfer Price will be nil.
- (b) where the relevant Founder is a **Good Leaver**, the relevant Founder will be deemed to have given a Transfer Notice in respect of the Unvested Shares on the Effective Termination Date, where the deemed Transfer Price will be the Fair Value of the Unvested Shares.

For the avoidance of doubt, this Article 18.2 will have no effect whatsoever on the relevant Founder's present or future preferential right to the Company's assets on its winding up, and it will only affect the sale proceeds received on such relevant Unvested Shares.

18.3 Subject to the absolute discretion of the Board, the Founder acknowledges and agrees that in the event of him ceasing to be an Employee of the Company or a Group Company where such termination is a result of being a Bad Leaver, the Unvested Shares will (a) convert a Leaver's Nil-Transfer Shares into Deferred Shares, on the basis of one Deferred Share for each Nil-Transfer Share, in which case the deemed Transfer Notice will be deemed to have been revoked in relation to Nil-Transfer Shares so converted, or (b) the Founder is deemed to have given a Transfer Notice in respect of all Founder Shares with such Shares being transferred or bought back by the Company for £1, to the extent that the Company is lawfully permitted to do so.

18.4 Upon any conversion into Deferred Shares in accordance with these Articles, the Company will be entitled to enter the relevant Leaver on the register of members of the Company as the holder of the appropriate number of Deferred Shares as of the date that the Founder Shares convert into Deferred Shares. Upon that date the Leaver (and their Permitted Transferee(s)) will deliver to the Company the shares certificate(s) (to the extent not already in the possession of the Company) for the Founder Shares so converting and upon such delivery there will be issued to them (or their Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion of their Founder Shares.

18.5 Should the Founder fail or refuse to sign one or more instrument(s) to effect a redemption or transfer of Founder Shares in accordance with this Article 18, the Company (acting by

any one Director, not including the Founder) will be authorised (and is hereby authorised by the Founder) by way of power of attorney to execute such instrument(s) on the Founder's behalf to effect such redemption of Founder Shares in accordance with this Article 18.5.

- 18.6 The Founder will cooperate fully with the Company and Shareholders to give full effect to this Article 18 and will transfer any Founder Shares under this Article 18 free and clear of all encumbrances.

Suspension of Voting Rights

- 18.7 Until such time as the Shares are transferred in accordance with Articles 18.2 to 18.2 inclusive or converted into Deferred Shares in accordance with these Articles, all voting rights, if any, attached to their Founder Shares or the Shares held by any Permitted Transferee of that Founder (the "**Restricted Member**"), will on the Effective Termination Date, be suspended.
- 18.8 Any Restricted Shares will confer on the holders of Restricted Shares unchanged rights if any to receive a notice of and attend all general meetings of the Company but such holders will not vote either in person or by proxy at such general meetings nor vote on any proposed written resolution.
- 18.9 Voting rights, if suspended pursuant to Article 18.7, will automatically be restored as follows:
- (a) immediately prior to an IPO; or
 - (b) if a Restricted Member transfers any Restricted Shares in accordance with these Articles (but excluding a Permitted Transfer) all voting rights attached to the Restricted Shares so transferred will upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

Accelerated Vesting

- 18.10 Upon the occurrence of a Sale, the Unvested Shares of any Founder who is still an Employee of the Company at the time of the Sale will be treated as vested and accordingly their Unvested Proportion will be reduced to zero at the time of the Sale.

19 TAG ALONG

- 19.1 Except in the case of Permitted Transfers and transfers pursuant to Articles 17 and 18, after going through the preemption procedure in Article 15.8, the provisions of Article 19.2 will apply if one or more Proposed Selling Shareholders propose to transfer in one or a series of related transactions any Shares (the "**Proposed Transfer**") which would, if put into effect, result in any person (the "**Buyer**") (and Associates of the Buyer or persons Acting in Concert with the Buyer) acquiring a Controlling Interest in the Company.
- 19.2 A Proposed Selling Shareholder must, before making a Proposed Transfer procure the making by the Buyer of an offer (the "**Offer**") to the other Shareholders to acquire all of the Shares held by them on the same terms and for a consideration per Share the value of which is at least equal to the Specified Price.
- 19.3 The Offer must be given by 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 Buyer, 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 Buyer (the "**Proposed Sale Shares**").

- 19.4 If any other Shareholder is not given the rights accorded them by this Article, the Proposed Selling Shareholders will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 19.5 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.
- 19.6 The Proposed Transfer is subject to the preemption provisions of Article 15 but the purchase of the Accepting Shareholders' Shares will not be subject to Article 15.
- 19.7 For the purpose of this Article 19:
- (a) the expression "**transfer**" and "**buyer**" will include the renunciation of a renounceable letter of allotment and the renounee under any such letter of allotment respectively;
 - (b) the expression "**Specified Price**" will mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Buyer:
 - (i) in the Proposed Transfer; or
 - (ii) in any related or previous transaction by the Buyer or any person Acting in Concert with the Buyer in the 12 months preceding the date of the Proposed Transfer,

plus an amount, the Supplemental Price, equal to any other consideration (in cash or otherwise) (the "**Supplemental Consideration**") paid or payable by the Buyer or any other person Acting in Concert with the Buyer to a Proposed Selling Shareholder, 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 each Share of the Proposed Selling Shareholder provided that the consideration to be paid to the Proposed Selling Shareholder and the Accepting Shareholders is distributed in accordance with the provisions of Article 6 and 7 (as applicable);
 - (c) Supplemental Price = C / A
- where:
- A** is the number of Shares being sold in connection with the relevant Proposed Transfer by the Proposed Selling Shareholder;
- C** is the Supplemental Consideration paid or payable to the Proposed Selling Shareholder.

20 CO-SALE RIGHT

- 20.1 No transfer (other than a Permitted Transfer or any transfer or series of transfers for an aggregate of less than 10% of the Founder Shares in accordance with Article 13.5, or any compulsory transfer in accordance with these Articles, such as a transfer under Article 17 or Article 18.2, or any transfer subject to Article 19.1) of any of the Shares, may be made or validly registered unless the relevant Shareholder and any Permitted Transferee of such Shareholder (each a "**Selling Shareholder**") will have observed the following procedures of this Article.