

AGREED FORM

Incorporated in England and Wales

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PRIVATE COMPANY LIMITED BY
SHARES

ARTICLES OF ASSOCIATION

of

PUBLIC DIGITAL HOLDINGS LIMITED

(adopted by special resolution passed
on 10 SEPTEMBER 2020)

The Companies Act 2006
Company No. 10993674



Table of Contents

1.	DEFINED TERMS	1
2.	LIABILITY OF MEMBERS	6
4.	DIRECTORS MAY DELEGATE	7
5.	COMMITTEES	7
6.	DIRECTORS TO TAKE DECISIONS COLLECTIVELY	7
7.	UNANIMOUS DECISIONS	8
8.	CALLING A DIRECTORS' MEETING	8
9.	PARTICIPATION IN DIRECTORS' MEETINGS	9
10.	QUORUM FOR DIRECTORS' MEETINGS	9
11.	CHAIRING OF DIRECTORS' MEETINGS	10
12.	DIRECTORS' INTERESTS GENERALLY	10
13.	ACCOUNTABILITY FOR BENEFITS	11
14.	AUTHORISATION OF CONFLICTS OF INTERESTS	11
15.	RECORDS OF DECISIONS TO BE KEPT	12
16.	DIRECTORS' DISCRETION TO MAKE FURTHER RULES	13
17.	NUMBER OF DIRECTORS	13
18.	METHODS OF APPOINTING AND REMOVING DIRECTORS	13
19.	TERMINATION OF DIRECTOR'S APPOINTMENT	14
20.	DIRECTORS' REMUNERATION	14
21.	DIRECTORS' EXPENSES	15
22.	APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	15
23.	RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS	16
24.	TERMINATION OF ALTERNATE DIRECTORSHIP	16
25.	SECRETARY	17
27.	ALL SHARES TO BE FULLY PAID UP	17
28.	POWERS TO ISSUE DIFFERENT CLASSES OF SHARE	17
29.	ISSUE OF SHARES	17
30.	COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	19
31.	SHARE CERTIFICATES	19
32.	REPLACEMENT SHARE CERTIFICATES	19
33.	SHARE TRANSFERS	20
34.	PRE-EMPTION RIGHTS ON TRANSFER	21
35.	PERMITTED TRANSFERS	24
36.	TAG ALONG	24
37.	DRAW ALONG	25
38.	DEED OF ADHERENCE	27
39.	DIVIDENDS, PAYMENTS OF CAPITAL AND OTHER DISTRIBUTIONS	27

45.	ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS	30
46.	VOTING: GENERAL	30
47.	ERRORS AND DISPUTES	31
48.	POLL VOTES	31
49.	CONTENT OF PROXY NOTICES	31
50.	DELIVERY OF PROXY NOTICES	32
51.	AMENDMENTS TO RESOLUTIONS	32
52.	FAIR VALUE	33
53.	MEANS OF COMMUNICATION TO BE USED	33
54.	PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS	34
55.	INDEMNITY	34
56.	INSURANCE	35

The Companies Act 2006
Private Company Limited by Shares
Articles of Association of
Public Digital Holdings Limited (the Company)
Adopted by special resolution passed on 10 SEPTEMBER 2020

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

1.1 In these Articles, unless the context requires otherwise:

A Director	has the meaning given in Article 18.1;
A Shareholder	any Shareholder who holds any A Shares from time to time;
A Shareholder Control Date	the date that an A Shareholder acquires Control of the Company following the exercise of any of its rights pursuant to the provisions of any legally binding agreement made between the Shareholders from time to time;
A Shares	the A ordinary shares of £0.01 each in the capital of the Company, having the rights set out in these Articles;
Act	the Companies Act 2006;
Affiliate	in relation to a company, a company which is, on or after the date of adoption of these Articles, its subsidiary or holding company, or a subsidiary of such holding company from time to time;
Allocation Notice	has the meaning given in Article 34.6.1;
Applicant	has the meaning given in Article 34.6.1;
Appointor	has the meaning given in Article 22.1;
Articles	the articles of association of the Company for the time being in force;
B Director	has the meaning given to it in Article 18.2;
B Shareholder	any Shareholder who holds any B Shares from time to time;
B Shares	the B ordinary shares of £0.01 each in the capital of the Company, having the rights set out in these

	Articles;
Bankruptcy	in addition to bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Board	the board of Directors as constituted from time to time or (as the context requires) the Directors present at a meeting of the board of Directors at which a quorum is present;
Business Day	a day other than a Saturday, Sunday or public bank holiday in England when banks in London are open for general business;
Buyer	has the meaning given in Article 36.1;
C Shareholder	any Shareholder who holds any C Shares from time to time;
C Shares	the C ordinary shares of £0.01 each in the capital of the Company, having the rights set out in these Articles;
C Director	has the meaning given in Article 18.3.2;
Called Shareholders	has the meaning given in Article 37.1;
Called Shares	has the meaning given in Article 37.2.1;
Chair	has the meaning given in Article 11;
Completion	has the meaning given in Article 37.6;
Conflict	has the meaning given in Article 14.1;
Consideration	has the meaning given in Article 34.6.1;
Continuing A Shareholders	has the meaning given in Article 34.5.1;
Continuing Shareholders	has the meaning given in Article 34.4.1;
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010;
Deed of Adherence	a deed of adherence to any Shareholders' Agreement in such form as the Board may require;
Director	a Director of the Company, and includes any person occupying the position of Director, by whatever name called, and the term Directors shall be construed accordingly;
Document	includes, unless otherwise specified, any document sent or supplied in Electronic Form;

Drag Along Notice	has the meaning given in Article 37.2;
Drag Along Option	has the meaning given in Article 37.1;
Employee	an individual who is, or has been, a director and/or an employee of, or who provides or has provided consultancy services to, the Company or any member of its Group;
Electronic form	has the meaning given in section 1168 of the Act;
Eligible Director	means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);
Encumbrance	includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, or assignment, or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property;
Equity Shares	the Shares other than the C Shares;
Expert	an independent firm of chartered accountants chosen by agreement between the Company and the relevant selling and buying Shareholder(s). If no such firm is agreed or if such a firm is agreed but its terms of engagement are not signed by the relevant parties, on or before the date falling fifteen (15) Business Days after the date on which a firm is first proposed for the purpose, either the Company or any relevant selling or buying Shareholder(s) may apply for the nomination and appointment of such a firm and/or for the determination of its terms of engagement by the President for the time being of the Institute of Chartered Accountants in England and Wales and whichever of them does not make such application to the President may not oppose or seek to delay, in any manner whatsoever, any such nomination, appointment and determination by the President. If any relevant party fails to sign reasonable terms of engagement of the nominated firm on or before the date falling five (5) Business Days after the date of their receipt of those reasonable terms, the nominated firm of accountants shall be deemed to have been appointed and shall act upon such terms of engagement as if they had been signed by each of the relevant parties);
First Adjourned Meeting	has the meaning given in Article 10.3;
First Adjourned Shareholder Meeting	has the meaning given in Article 42.1;
First Offer	the offer of Shares made in accordance with Article

	34.4;
First Offer Period	has the meaning given in Article 34.4.1;
Founders	Michael Thomas Bracken, Andrew David Greenway, Thomas William Frederick Loosemore and Benjamin John Terrett, and each of them a Founder ;
Fully Paid	in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;
Hard Copy Form	has the meaning given in section 1168 of the Act;
Instrument	means a document in Hard Copy Form;
Lock-In Period	a period of eighteen (18) months following the date of adoption of these Articles;
Minimum Drag Value	such value as may be agreed by the Shareholders in writing from time to time whether in a Shareholders' Agreement or otherwise;
New Securities	any shares or other securities convertible into, or carrying the right to subscribe for, shares and any other forms of equity-based shares or securities, including warrants, subscription rights, pre-emption rights and rights of first refusal issued by the Company after the date of adoption of these Articles (other than shares or securities issued as a result of the events set out in Article 29.7);
Ordinary Resolution	has the meaning given in section 282 of the Act;
Offer	has the meaning given in Article 36.1;
Offer Notice	has the meaning given in Article 36.2;
Offer Period	has the meaning given in Article 36.2;
Offer Shares	has the meaning given in Article 36.2;
Other Shareholders	has the meaning given in Article 36.1;
paid	means paid or credited as paid;
participate	in relation to a Directors' meeting, has the meaning given in Article 9;
Proposed Buyer	has the meaning given in Article 37.1;
Proposed Transferee	has the meaning given in Article 34.1;
Proxy Notice	has the meaning given in Article 49.1;
Relevant Director	has the meaning given in Article 14.1;
Relevant Terms	has the meaning given in Article 14.4;

Reorganisation	any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves or any consolidation or subdivision or redenomination 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 other than shares issued as a result of the events set out in Article 29.7;
Sale Shares	has the meaning given in Article 34.1;
Second Adjourned Shareholder Meeting	has the meaning given in Article 42.1;
Second Adjourned Meeting	has the meaning given in Article 10.3;
Second Offer	the offer of Shares made in accordance with Article 34.5;
Second Offer Period	has the meaning given in Article 34.5.1;
Seller	has the meaning given in Article 34.1;
Seller Shares	has the meaning given in Article 37.1;
Sellers' Shares	has the meaning given in Article 36.1;
Selling Shareholders	has the meaning given in Article 36.1;
Shareholder	any person holding any Shares from time to time;
Shareholders' Agreement	any agreement between the Company and each of the Shareholders in relation to the affairs of the Company in force from time to time;
Shares	the A Shares, the B Shares, the C Shares and any other class of shares that may be issued in the Company from time to time;
Special Resolution	has the meaning given in section 283 of the Act;
Specified Price	has the meaning given in Article 36.1;
Subscribers	has the meaning given in Article 29.3;
Subscription Period	has the meaning given in Article 29.3.2;
Surplus Shares	has the meaning given in Article 34.4.2;
Surplus Unallocated Shares	has the meaning given in Article 34.5.2;
Transfer Date	has the meaning given in Article 36.2;
Transfer Notice	has the meaning given in Article 34.1;
Transfer Price	has the meaning given in Article 34.1.3;

Unallocated Sale Shares has the meaning given in Article 34.5.1;

Unallocated Shares has the meaning given in Article 34.6.4;

Writing the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

- 1.2 The model Articles for private companies limited by shares as set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.
- 1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles became binding on the Company.
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an **Article** is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.6.1 any subordinate legislation from time to time made under it; and
 - 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts, provided that, as between the Company and the Shareholders, no such amendment or re-enactment made after the date of adoption of these Articles shall apply for the purposes of these Articles to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Shareholder or the Company.
- 1.7 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act.
2. **LIABILITY OF MEMBERS**

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

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3. DIRECTORS' GENERAL AUTHORITY

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

4. DIRECTORS MAY DELEGATE

- 4.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
- 4.1.1 to such person or committee;
 - 4.1.2 by such means (including by power of attorney);
 - 4.1.3 to such an extent;
 - 4.1.4 in relation to such matters or territories; and
 - 4.1.5 on such terms and conditions,
as they think fit.
- 4.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 4.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

5. COMMITTEES

- 5.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 5.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

6. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 6.1 Subject to Article 6.3, the general rule about decision-making by Directors is that any decision of the Directors must be:
- 6.1.1 either a majority decision of the Eligible Directors at a meeting taken in accordance with Article 6.2; or
 - 6.1.2 a decision taken in accordance with Article 7.
- 6.2 At any Board meeting (or any committee of the Board):
- 6.2.1 prior to the A Shareholder Control Date:
 - (a) the A Directors collectively shall carry 25% of all the votes on any Board decision, notwithstanding the total number of A Directors being present at any such Board meeting; and
 - (b) each B Director, C Director and any other Director (other than an A Director) collectively shall carry 75% of all the votes on any decision, which shall be split equally among all such B Directors, C

Directors and any other Directors (other than A Directors) present at any such Board meeting;

6.2.2 from (and including) the A Shareholder Control Date:

- (a) the A Director(s) shall between them have such number of votes as is equal to all of the votes cast by every other Director (who is not an A Director) on any decision plus one further vote (the effect of which is that the A Director(s) can between them cast a majority of the votes on any decision), notwithstanding the total number of A Director(s) being present at any such Board meeting;
- (b) each B Director, C Director and any other Director shall have one vote on any decision.

6.3 If:

6.3.1 the Company only has one Director for the time being; and

6.3.2 no provision of the Articles requires it to have more than one Director, the general rule in Article 6.1 does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

7. UNANIMOUS DECISIONS

- 7.1 A decision of the Directors is taken in accordance with this Article 7 when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision may take the form of a resolution in Writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in Writing.
- 7.3 A decision on a matter may not be taken in accordance with this Article 7 if the Eligible Directors would not have formed a quorum at a Directors' meeting where such a matter is proposed as a resolution.

8. CALLING A DIRECTORS' MEETING

- 8.1 Any Director may call a Directors' meeting by giving not less than seven (7) days' written (including via email) notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors.
- 8.2 Notice of any Directors' meeting must indicate:
 - 8.2.1 its proposed date and time;
 - 8.2.2 where it is to take place; and
 - 8.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 8.3 Notice of a Board 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 either prior to the meeting or not more than three (3) Business Days after the date on which the meeting is held. Where such notice is given after the

meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

- 8.4 Unless otherwise agreed by all the Directors, Board meetings shall be convened and held whenever it is deemed necessary by the Directors but in any event at least every half a year. The Company shall send a written agenda specifying the matters to be raised at any Board meeting to all Directors together with the notice convening the meeting.

9. **PARTICIPATION IN DIRECTORS' MEETINGS**

- 9.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

9.1.1 the meeting has been called and takes place in accordance with the Articles; and

9.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

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

10. **QUORUM FOR DIRECTORS' MEETINGS**

- 10.1 At a Board meeting, unless a quorum is participating at the beginning of the meeting and also when the business of that meeting is voted on, no proposal is to be voted on, except a proposal to call another meeting.

- 10.2 The quorum for Board meetings (or any committee of the Board) shall be one A Director (to the extent that one is appointed) and one B Director (to the extent that one is appointed). Each Director shall use his or her reasonable endeavours (subject to being involved in any conflict of interest) to ensure he or she attends and remains in attendance throughout each Board meeting for which proper notice shall have been given.

- 10.3 If within half an hour from the time appointed for a Board meeting a quorum is not present or if a quorum ceases at any time to be present during the continuance of a Board meeting, the meeting shall be adjourned to a date, one week from the initial board meeting, at the same time and place (the **First Adjourned Meeting**). If a quorum is not present within half an hour from the time appointed for the First Adjourned Meeting or if during the meeting such a quorum ceases to be present, the First Adjourned Meeting shall be once again adjourned to a date which is one week from the First Adjourned Meeting, at the same time and place (the **Second Adjourned Meeting**). If a quorum is still not present within half an hour from the time appointed for the Second Adjourned Meeting or if during the Second Adjourned Meeting such a quorum ceases to be present, any Directors then present shall form a quorum.

11. **CHAIRING OF DIRECTORS' MEETINGS**

The Board may appoint (and remove) any Director to chair the Board meetings, provided that from (and including) the A Shareholder Control Date, such right of appointment (and removal) shall become exercisable by the holders of a majority of A Shares. The person so appointed for the time being is known as the chair (the **Chair**)

12. DIRECTORS' INTERESTS GENERALLY

- 12.1 A Director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company must declare the nature and extent of that interest at a meeting of the Directors or in accordance with section 184 or section 185 of the Act before the Company enters into the transaction or arrangement.
- 12.2 A Director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company must declare the nature and extent of that interest at a meeting of the Directors or in accordance with section 184 or section 185 of the Act as soon as is reasonably practicable, unless the interest has already been declared under Article 12.1.
- 12.3 A Director need not declare an interest under Article 12.1 or Article 12.2 (as the case may be):
- 12.3.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - 12.3.2 of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question and for this purpose a Director is treated as being aware of matters of which he ought reasonably be aware;
 - 12.3.3 if, or to the extent that, the other Directors are already aware of the interest, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or
 - 12.3.4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a meeting of the Directors.
- 12.4 Provided a Director has declared his interest in accordance with Article 12.1 or Article 12.2 (or is not required to declare that interest pursuant to Article 12.3), a Director notwithstanding his office:
- 12.4.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is interested, and
 - 12.4.2 may be a Director or other officer of, or employed by, or a member of or partner in, any person who is a party to, or otherwise interested in, any transaction or arrangement with any body corporate promoted by the Company or in which the Company is interested.
- 12.5 Provided that a Director has disclosed his interest under Article 12.1 or Article 12.2 (or is not required to declare that interest pursuant to Article 12.3), a Director shall be considered an Eligible Director for the purposes of these Articles in respect of that proposed or existing transaction, contract arrangement or agreement with the Company in which he is directly or indirectly interested. For the avoidance of doubt such Director will be able to vote in respect of that proposed or existing transaction, contract, arrangement or agreement with the Company in which he is directly or indirectly interested and if he does vote his vote will be counted and he will be taken into account in ascertaining whether or not a quorum is present.
- 12.6 For the purpose of these Articles and in particular this Article 12 and Article 14, an interest of a person who is, for any purpose of the Act, connected with a Director shall be treated as an interest of the Director and, in relation to an

alternate Director, an interest of his Appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.

13. **ACCOUNTABILITY FOR BENEFITS**

A Director shall not be required, by reason of his office (or of the fiduciary relationship established by reason of him being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with any Conflict authorised by the Directors under Article 14 or by the Company in a general meeting (subject in each case to any conditions attached to such authorisation) or which he derives from or in connection with any transaction or arrangement or interest disclosed under Article 12 and no contract shall be liable to be avoided on such grounds.

14. **AUTHORISATION OF CONFLICTS OF INTERESTS**

14.1 The Directors may, subject to the quorum and voting requirements in this Article 14, authorise any matter which relates to a situation in which a Director (the **Relevant Director**) has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company and which would, if not so authorised or otherwise permitted, result in a breach of duty by the Relevant Director under section 175 of the Act (a **Conflict**).

14.2 Any Director (including the Relevant Director) may propose that a Conflict be authorised by the Directors. Such proposal and any authorisation given by the Directors shall be effected in accordance with the provisions of these Articles.

14.3 In connection with any proposal that a Conflict be authorised by the Directors, the Relevant Director must disclose to the Directors:

14.3.1 the nature and extent of the Conflict, including the nature and extent of the interest of the Relevant Director;

14.3.2 such additional information known to the Relevant Director in relation to the Conflict as is necessary to enable the Directors to decide whether or not to authorise the Conflict; and

14.3.3 such additional information known to the Relevant Director in relation to the Conflict as the Directors may request in connection with the decision of the Directors whether or not to authorise the Conflict.

14.4 Where the Directors authorise a Conflict:

14.4.1 the Relevant Director and any other interested Director will not count towards the quorum nor vote on any decision of the Directors or any resolution of the Directors giving such authorisation (and if he does vote his vote will not be counted);

14.4.2 the Directors may (in connection with giving the authorisation or subsequently):

(a) require that the Relevant Director is excluded from the receipt of information, participation in discussions and/or the making of decisions (whether at meetings of the Directors or otherwise) relating to the Conflict; and

(b) impose upon the Relevant Director such other terms for the purpose of dealing with the Conflict as it may determine

(together **Relevant Terms**);

- 14.4.3 the Relevant Director will be obliged to comply with any Relevant Terms and any failure to comply with Relevant Terms by the Relevant Director will, unless such failure is authorised by the Directors, result in the cessation of any authorisation by the Directors of the Conflict on the Relevant Terms;
- 14.4.4 where the Relevant Director obtains or has obtained (in connection with the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs;
- 14.4.5 the authorisation may extend to any actual or potential Conflict which can reasonably be expected to arise out of the Conflict which has been authorised;
- 14.4.6 the Relevant Terms must be recorded in Writing and notified to the Relevant Director (but the authority will be effective whether or not the Relevant Terms are so recorded and notified);
- 14.4.7 the Directors may revoke or vary the authorisation at any time but this will not affect anything done by the Relevant Director in accordance with the Relevant Terms prior to such revocation or variation and notice of any such revocation or variation will be given to the Relevant Director in writing (but such revocation or variation shall be effective whether or not such notice is given); and
- 14.4.8 subject to the Relevant Terms or any terms and conditions imposed in connection with a Conflict by the Shareholders in a general meeting, the Relevant Director or any interested Director shall be considered Eligible Director(s) for the purposes of these Articles in respect of any decision to be taken by the Directors following the authorisation of the Conflict and for the avoidance of doubt, the Relevant Director and any interested Director shall be entitled to vote in respect of any such decision and if they do vote their vote will be counted and they will be taken into account in ascertaining whether or not a quorum is present.

15. RECORDS OF DECISIONS TO BE KEPT

- 15.1 The Directors must ensure that the Company keeps a record, in Writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.
- 15.2 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

16. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT AND REMOVAL OF DIRECTORS

17. **NUMBER OF DIRECTORS**

The number of Directors (other than alternate Directors) shall be subject to a maximum of ten (10) Directors but shall not be less than one.

18. **METHODS OF APPOINTING AND REMOVING DIRECTORS**

18.1 Subject to the provisions of Article 18.3 below:

18.1.1 prior to the A Shareholder Control Date, the holders of the majority of A Shares shall be entitled to appoint one person to serve as a director on the Board;

18.1.2 from (and including) the A Shareholder Control Date, the holders of the majority of A Shares shall be entitled to appoint two persons to serve as directors on the Board,

(any such director appointed by the holders of the majority of A Shares to the Board shall be termed an **A Director**).

18.2 Each of the Founders shall, for so long as he holds any B Shares and remains employed or engaged by the Company or an Affiliate of the Company, be entitled to act as a director on the Board (the **B Director**).

18.3 Where:

18.3.1 prior to the A Shareholder Control Date, any other appointment of new Directors (executive or non-executive) to the Board is proposed by the Board, it shall require the prior written consent of at least two Founders or B Directors; or

18.3.2 from (and including) the A Shareholder Control Date, any other appointment of new Directors (executive or non-executive) to the Board is proposed by the Board, it shall require the prior written consent of the holders of the majority of A Shares, and such director appointed to the Board shall be termed a **C Director**. Each such appointment of a C Director shall entitle the holders of the majority of A Shares to appoint one additional person to serve as A Director.

18.4 The holders of the majority of A Shares shall have the right at any time to remove or replace any A Director, and from (and including) the A Shareholder Control Date, any Director (other than a B Director). The appointment and removal by the holders of the majority of A Shares of any A Director, and from (and including) the A Shareholder Control Date, any Director (other than a B Director), pursuant to this Article 18.4 shall be by written notice to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board.

18.5 A Founder shall have the right at any time to remove or replace himself as a B Director. The appointment and removal by a Founder of himself as a B Director, pursuant to this Article 18.5 shall be by written notice to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board.

18.6 Unless the Board determines otherwise, if any of the Founders ceases to hold any Shares or ceases to be an Employee for whatsoever reason, he shall immediately cease to be a Director.

19. TERMINATION OF DIRECTOR'S APPOINTMENT

19.1 A person ceases to be a Director as soon as:

19.1.1 he dies;

19.1.2 he ceases to be an Employee;

19.1.3 that person ceases to be a Director by virtue of any provision of the Act or any provisions of these Articles or is prohibited from being a Director by law;

19.1.4 a Bankruptcy order is made against that person;

19.1.5 a composition is made with that person's creditors generally in satisfaction of that person's debts;

19.1.6 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

19.1.7 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

19.1.8 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or

19.1.9 he is removed in accordance with Article 18 or pursuant to applicable provisions of the Act.

20. DIRECTORS' REMUNERATION

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

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

20.2.1 for their services to the Company as Directors; and

20.2.2 for any other service which they undertake for the Company.

20.3 Subject to the Articles and any service agreements of the Directors' (from time to time), a Director's remuneration may:

20.3.1 take any form; and

20.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

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

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

21. **DIRECTORS' EXPENSES**

21.1 The Company may pay any reasonable expenses which the Directors (including alternate Directors) and the secretary properly incur in connection with their attendance at:

21.1.1 meetings of Directors or committees of Directors;

21.1.2 general meetings; or

21.1.3 separate meetings of the holders of any class of Shares or of debentures of the Company

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

ALTERNATE DIRECTORS

22. **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

22.1 Any A Director (the **Appointor**) (other than an alternate Director) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

22.1.1 exercise that Director's powers; and

22.1.2 carry out that Director's responsibilities

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

22.2 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.

22.3 The notice must:

22.3.1 identify the proposed alternate; and

22.3.2 contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Appointor.

23. **RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

23.1 An alternate Director has the same rights in relation to any decision of the Directors as the alternate's Appointor.

23.2 Except as the Articles specify otherwise, alternate Directors:

23.2.1 are deemed for all purposes to be Directors;

23.2.2 are liable for their own acts and omissions;

23.2.3 are subject to the same restrictions as their Appointors; and

23.2.4 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.

- 23.3 A person who is an alternate Director but not a Director:
- 23.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is an Eligible Director and that person's Appointor is not himself participating);
 - 23.3.2 may participate in any vote to be taken at a meeting of the Directors and if he votes, his vote shall be counted (but only if that person's Appointor is an Eligible Director and that person's Appointor is not himself participating in the vote); and
 - 23.3.3 may participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate).
- 23.4 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision).
- 23.5 An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in Writing made to the Company.

24. **TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate Director's appointment as an alternate terminates:

- 24.1 when the alternate's Appointor revokes the appointment by notice to the Company in Writing specifying when it is to terminate;
- 24.2 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;
- 24.3 on the death of the alternate's Appointor; or
- 24.4 when the alternate's Appointor's appointment as a Director terminates.

25. **SECRETARY**

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

PART 3

SHARES AND DISTRIBUTIONS

SHARES

26. **SHARE CAPITAL**

- 26.1 Except as otherwise provided in these Articles, the A Shares, the B Shares and

the C Shares shall rank pari passu in all respects but shall constitute separate classes of shares.

26.2 Unless otherwise determined by the Board, on the transfer of any Share as permitted by these Articles a Share transferred to a Shareholder shall automatically be re-designated on transfer as a Share of the same class as those Shares already held by the Shareholder.

26.3 If no Shares of a class remain in issue following a re-designation under this Article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, Shareholders of that class or Directors appointed by that class.

27. ALL SHARES TO BE FULLY PAID UP

27.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

27.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

28. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

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

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

29. ISSUE OF SHARES

29.1 At any time when the Company has more than one class of Shares, in accordance with section 551 of the Act, the Directors are generally and unconditionally authorised to allot Shares (or grant rights to subscribe for or to convert any security into Shares) up to an aggregate nominal amount of £1.40 for a period expiring the date which is five years after the date the resolution is passed adopting these Articles, (unless previously renewed, revoked or varied). The Company may, before the expiry of the authorisation, make an offer or agreement which would or might require Shares to be allotted (or any such rights to be granted) after such expiry and the Directors may allot Shares (or grant any such rights) in pursuance of such offer or agreement as if this authority had not expired. This authority is in substitution for all subsisting authorities to the extent unused.

29.2 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.

29.3 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 Equity Shares (the **Subscribers**) on the same terms and at the same price as those New Securities are being offered to other persons and on a pari passu and pro rata basis to the number of Equity Shares (as if the Equity Shares constituted one and the same class) held by those holders (as nearly as may be without involving fractions), in each case, subject to Article 29.9. The offer shall:

- 29.3.1 be in writing;
 - 29.3.2 be open for acceptance from the date of the offer to the date 15 Business Days after the date of the offer (inclusive) (the **Subscription Period**);
 - 29.3.3 give details of the number and subscription price of the New Securities; and
 - 29.3.4 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.
- 29.4 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).
- 29.5 Subject to Article 29.4, 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 Board may determine at the same price and on the same terms as the offer to the Subscribers.
- 29.6 Subject to the requirements of Articles 29.3 to 29.5 (inclusive), any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 29.7 The provisions of this Article shall not apply to:
- 29.7.1 options to subscribe for any class of share in the capital of the Company pursuant to the terms of any share option plan of the Company from time to time;
 - 29.7.2 New Securities issued in consideration of the acquisition by the Company of any company or business approved by the Board; and
 - 29.7.3 New Securities issued as a result of a Reorganisation.
- 29.8 No Shares shall be allotted 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.
- 29.9 The Subscribers shall be offered New Securities representing the same class of Shares held by them and in the event that any Subscriber holds two or more classes of Shares, the Board shall be entitled to determine which class of New Securities shall be allotted and issued to such Subscriber.
- 29.10 No allotment of New Securities shall be registered by the Board unless the allottee of such Shares has executed and delivered a Deed of Adherence (unless the allottee is already a party to any Shareholders' Agreement (whether originally or through a Deed of Adherence)).

30. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

31. SHARE CERTIFICATES

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

31.2 Every certificate must specify:

31.2.1 in respect of how many Shares, of what class, it is issued;

31.2.2 the nominal value of those Shares;

31.2.3 that the Shares are Fully Paid; and

31.2.4 any distinguishing numbers assigned to them.

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

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

31.5 Certificates must be executed in accordance with the Act.

32. REPLACEMENT SHARE CERTIFICATES

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

32.1.1 damaged or defaced, or

32.1.2 said to be lost, stolen or destroyed

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

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

32.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

32.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

32.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

33. SHARE TRANSFERS

33.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal 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.

- 33.2 No Share shall be transferred unless the transfer is made in accordance with these Articles.
- 33.3 Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 33.4 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.
- 33.5 The Company may retain any Instrument of transfer which is registered.
- 33.6 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.
- 33.7 The Directors shall forthwith register any duly stamped Instrument of transfer made in accordance with these Articles and shall not have any discretion to register any transfer of Shares which has not been made in compliance with these Articles.
- 33.8 Where the Directors refuse to register the transfer of a Share, acting reasonably, 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.
- 33.9 The Company shall not register any transfer made in breach of the Articles or the Shareholders' Agreement or the provisions of any legally binding agreement made between the Shareholders from time to time and any Shares comprised in any such transfer shall carry no rights whatsoever unless and until the breach is rectified to the reasonable satisfaction of the Board.
- 33.10 Unless otherwise approved in advance in writing by the holders of a majority of A Shares and at least two B Shareholders (unless there is only one B Shareholder, in which event only one B Shareholder is required), no Shareholder shall transfer any Shares held by him unless such transfer is:
 - 33.10.1 in the case of a Founder, after the expiry of the Lock-In Period and through the pre-emption procedure set out in Article 34;
 - 33.10.2 in the case of a Founder, prior to the expiry of the Lock-In Period and through the pre-emption procedure set out in Article 34, but only in such circumstances as may be in accordance with the provisions of any Shareholders' Agreement;
 - 33.10.3 approved as a permitted transfer in accordance with Article 35;
 - 33.10.4 in accordance with the tag along provisions set out in Article 36;
 - 33.10.5 in accordance with the drag along provisions set out in Article 37;
 - 33.10.6 in accordance with the provisions of any Shareholders' Agreement; or
 - 33.10.7 in accordance with the provisions of any legally binding agreement made between the Shareholders from time to time.
- 33.11 Notwithstanding any provisions to the contrary (other than Article 33.10.2), no Founder shall be permitted to transfer any of his Shares during the Lock-In Period without the prior written consent of the holder of majority of A Shares.

34. **PRE-EMPTION RIGHTS ON TRANSFER**

34.1 Except where the provisions of Article 35 (*Permitted Transfer*), 36 (*Tag Along*) or 37 (*Drag Along*) apply (in accordance with their terms), if a Shareholder (the **Seller**) wishes to transfer all or any of its Shares (the **Sale Shares**) to any person (the **Proposed Transferee**), the Seller must give notice in writing (the **Transfer Notice**) to the Company and the other Shareholders giving details of the proposed transfer including:

34.1.1 the number of all of his Sale Shares;

34.1.2 the name of the Proposed Transferee;

34.1.3 the price (in cash) at which he wishes to transfer the Sale Shares (the **Transfer Price**); and

34.1.4 in the case of the Seller being a holder of a majority of A Shares, a confirmation that prior written consent has been obtained of at least two Founders or B Directors. If at the time of any such proposed transfer only one Founder remains a Shareholder, only one Founder's or one B Director's prior written consent will be required.

34.2 Except with the written consent of the Board, no Transfer Notice once given or deemed to have been given may be withdrawn.

34.3 The Transfer Notice shall constitute the Company as the agent of the Seller for the transfer of the Sale Shares.

34.4 **Transfers – First Offer**

34.4.1 The Board shall offer the Sale Shares to all Shareholders (excluding the Seller and all A Shareholders and all C Shareholders) (the **Continuing Shareholders**), inviting them to apply in writing within ten (10) Business Days of the date of the offer (the **First Offer Period**) for the maximum number of Sale Shares they wish to buy. 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 shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Continuing Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

34.4.2 If, at the end of the First Offer Period, the total 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. The balance (the **Surplus Shares**) shall be allocated to any Continuing Shareholders who have indicated a willingness to acquire any surplus shares (in the proportion that his existing holding of Shares (including any Sale Shares) bears to the total number of Shares (including any Sale Shares) held by those Continuing Shareholders who have applied for Surplus Shares).

34.4.3 Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Continuing Shareholder of more than the maximum number of Surplus Shares which he has stated he is willing to buy.

34.5 Transfers –Second Offer

- 34.5.1 In circumstances where the Seller is not an A Shareholder, if following the offers and allocations made under Article 34.4 there remain any unallocated Sale Shares (the **Unallocated Sale Shares**), the Board shall offer the Unallocated Sale Shares to all the A Shareholders (the **Continuing A Shareholders**), inviting them to apply in writing within ten (10) Business Days of the date of the offer (the **Second Offer Period**) for the maximum number of Unallocated Sale Shares they wish to buy. If, at the end of the Second Offer Period, the number of Unallocated Sale Shares applied for is equal to or exceeds the number of Unallocated Sale Shares, the Board shall allocate the Unallocated Sale Shares to each Continuing A Shareholder who has applied for Unallocated Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares held by those Continuing A Shareholders who have applied for Unallocated Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Continuing A Shareholder of more than the maximum number of Unallocated Sale Shares which he has stated he is willing to buy.
- 34.5.2 If, at the end of the Second Offer Period, the total number of Unallocated Sale Shares applied for is less than the number of Unallocated Sale Shares, the Board shall allocate the Unallocated Sale Shares to the Continuing A Shareholders in accordance with their applications. The balance (the **Surplus Unallocated Shares**) shall be allocated to any Continuing A Shareholders who have indicated a willingness to acquire any surplus shares (in the proportion that his existing holding of Shares (including any Unallocated Sale Shares) bears to the total number of Shares (including any Unallocated Sale Shares) held by those Continuing A Shareholders who have applied for Surplus Unallocated Shares).
- 34.5.3 Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Continuing A Shareholder of more than the maximum number of Surplus Unallocated Shares which he has stated he is willing to buy.

34.6 Completion

- 34.6.1 If allocations have been made in respect of the Sale Shares, the Board shall, when no further offers are required to be made under Article 34.4 and Article 34.5, give written notice of allocation (the **Allocation Notice**) to the Seller and each Continuing Shareholder and/or Continuing A Shareholder to whom Sale Shares have been allocated (the **Applicant**). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant, the amount payable by each Applicant for the number of Sale Shares allocated to him (the **Consideration**) and the place and time for completion of the transfer of the Sale Shares (which shall be not more than fifteen (15) Business Days after the date of the Allocation Notice). On the service of an Allocation Notice, the Seller shall, against payment of the Consideration, transfer the Sale Shares in accordance with the requirements specified in the Allocation Notice.
- 34.6.2 If the Seller fails to comply with the requirements of the Allocation Notice the Board (or, or some other person, nominated by a resolution of the Board) may, as agent and attorney on behalf of the Seller:

- (a) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
- (b) receive the Consideration and give a good discharge for it; and
- (c) (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Sale Shares purchased by them.

34.6.3 The Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller (or his estate in the case of his death) until he (or his executors or personal representatives in the case of his death) has delivered the certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

34.6.4 If after the expiry of the First Offer Period and the Second Offer Period and following the offers and allocations made under Articles 34.4 and 34.5 the total number of Sale Shares applied for is less than the number of Sale Shares (the **Unallocated Shares**), the Board shall notify the Seller and the Seller shall be entitled to transfer the Unallocated Shares on a bona fide arm's length sale to the Proposed Transferee. Any such transfer of Unallocated Shares shall be on terms no more or less favourable to the Proposed Transferee than those specified in the Transfer Notice, provided that the Proposed Transferee shall have entered into a Deed of adherence.

35. **PERMITTED TRANSFERS**

- 35.1 Notwithstanding any provisions to the contrary, the holder of majority of A Shares may at any time transfer all or any of its A Shares to its Affiliate without the prior consent of any of the Shareholders, provided that if any such Affiliate ceases to be an Affiliate of the original Shareholder, such Affiliate shall prior to ceasing to be an Affiliate of the original Shareholder transfer the Shares it holds to the original Shareholder or another Affiliate of that original Shareholder.
- 35.2 Subject to Article 33.10.2, following the Lock-In Period, the holder of any B Shares may at any time following the Lock-In Period transfer all or any of their B Shares to any other holder of B Shares.

36. **TAG ALONG**

- 36.1 Subject to Article 36.5, if at any time after January 1st, 2025 the holders of the majority of Shares in issue for the time being (the **Selling Shareholders**) wish to transfer such number of Shares that would confer Control of the Company (the **Sellers' Shares**) to a bona fide arm's length purchaser on arm's length terms (the **Buyer**) (the **Proposed Sale**), the Selling Shareholders shall procure that the Buyer makes an offer (the **Offer**) to the remaining Shareholders (the **Other Shareholders**) to purchase all of their Shares for a consideration in cash per Share that is at least equal to the price per Share offered by the Buyer in the Proposed Sale (the **Specified Price**).
- 36.2 The Offer shall be given by written notice (the **Offer Notice**) at least 20 Business Days (the **Offer Period**) before the proposed transfer date (the

Transfer Date). To the extent not described in any accompanying documents, the Offer Notice shall set out:

36.2.1 the identity of the Buyer;

36.2.2 the purchase price and other terms and conditions of payment;

36.2.3 the Transfer Date; and

36.2.4 the number of Shares proposed to be purchased by the Buyer (the **Offer Shares**).

36.3 If the Buyer fails to make the Offer in accordance with this Article 36, the Selling Shareholders shall not be entitled to complete the Proposed Sale and the Company shall not register any transfer of Shares effected in accordance with the Proposed Sale.

36.4 If the Offer is accepted by any of the Other Shareholders in writing within the Offer Period, the completion of the Proposed Sale shall be conditional on completion of the purchase of all the Offer Shares held by such Other Shareholders.

36.5 The:

36.5.1 transfer of any Sellers' Shares by the holder of the majority of A Shares constituting a Proposed Sale in respect of which an Offer must be made, is subject to the other restrictions on transfer of Shares under these Articles (in particular Article 33 (*Shares Transfers*) and Article 34 (*Pre-emption Rights on Transfer*)); or

36.5.2 transfer of any Sellers' Shares by the holders of the majority of B Shares and/or C Shares constituting a Proposed Sale in respect of which an Offer must be made, is not subject to the other restrictions (other than Article 33.11) on transfer of Shares under these Articles (in particular Article 33 (*Shares Transfers*) (other than Article 33.11) and Article 34 (*Pre-emption Rights on Transfer*)); and

36.5.3 the purchase of Offer Shares pursuant to an Offer is not subject to any of the other restrictions on transfer of Shares under these Articles (in particular Article 33 (*Shares Transfers*) and Article 34 (*Pre-emption Rights on Transfer*)).

37. **DRAG ALONG**

37.1 Subject to Article 37.11, if at any time after January 1st, 2025 any Founders wish to transfer an interest in such number of Shares that would confer Control of the Company to the purchaser (**Seller Shares**) to a bona fide purchaser on arm's-length terms (**Proposed Buyer**), the Founders shall have the option (**Drag Along Option**) to require all the other Shareholders on Completion (**Called Shareholders**) to sell and transfer all their interest in all their Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this Article 37.

37.2 The Founders shall exercise the Drag Along Option by giving notice in writing to that effect (a **Drag Along Notice**), at any time before the completion of the transfer of the Seller Shares, to the Proposed Buyer and each Called Shareholder. A Drag Along Notice shall specify:

- 37.2.1 that the Called Shareholders are required to transfer all their shares (**Called Shares**) with full title guarantee and free of Encumbrance pursuant to this Article 37;
- 37.2.2 the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
- 37.2.3 the consideration payable for the Called Shares calculated in accordance with article 37.4;
- 37.2.4 the proposed date of completion of transfer of the Called Shares; and
- 37.2.5 that the Called Shareholders are required to give capacity and title warranties in respect of the Called Shares.
- 37.3 Once given, a Drag Along Notice may not be revoked. However, a Drag Along Notice shall lapse if, for any reason, the Founders have not completed the transfer of all the Seller Shares to the Proposed Buyer (or as the Proposed Buyer may direct) within 30 Business Days of serving the Drag Along Notice.
- 37.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be:
 - 37.4.1 in the case of any A Shareholders, a consideration in cash per A Share that is the higher of: (i) the price per Share offered by the Proposed Buyer for each Seller Share and (ii) the price per Share based on a Company valuation equal to the Minimum Drag Value, where **Minimum Drag Value** means such value as may be agreed by the Shareholders in writing from time to time whether in a Shareholders' Agreement or otherwise; and
 - 37.4.2 in the case of any other Shareholders, a consideration in cash per Share that is at least equal to the price per Share offered by the Proposed Buyer for each Seller Share.
- 37.5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 37.
- 37.6 Completion of the sale and purchase of the Called Shares (**Completion**) shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Seller Shares.
- 37.7 On Completion, the Called Shareholders shall deliver stock transfer forms for their shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those shares (or a suitable indemnity in respect thereof) to the Company. On Completion the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are respectively due.
- 37.8 To the extent that the Proposed Buyer has not, on or prior to Completion, put the Company in funds to pay the amounts due pursuant to Article 37.4, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant shares and the Called Shareholders shall have no further rights or obligations under this article 37 in respect of their shares.
- 37.9 If a Called Shareholder fails to comply with the requirements of Article 37.7, the Board (or, or some other person, nominated by a resolution of the Board) may, as agent and attorney on behalf of the Called Shareholder:

- 37.9.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Called Shares to the Proposed Buyer;
 - 37.9.2 receive the consideration for such Called Shares and give a good discharge for it; and
 - 37.9.3 (subject to the transfers being duly stamped) enter the Proposed Buyer in the register of members as the holders of the Called Shares purchased by them.
- 37.10 The Company shall pay the consideration for such Called Shares into a separate bank account in the Company's name on trust (but without interest) for the Called Shareholder (or his estate in the case of his death) until he (or his executors or personal representatives in the case of his death) has delivered the certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.
- 37.11 The:
- 37.11.1 transfer of any Seller Shares to a Proposed Buyer in respect of which a Drag Along Notice may be served, is not subject to the other restrictions on transfer of Shares under these Articles (in particular Article 34 (*Pre-emption Rights on Transfer*)); and
 - 37.11.2 the purchase of Called Shares pursuant to a Drag Along Notice is not subject to any of the other restrictions on transfer of Shares under these Articles (in particular Article 34 (*Pre-emption Rights on Transfer*)).

38. DEED OF ADHERENCE

The Directors may, as a condition to the registration of any transfer of Shares in the Company, require the transferee to execute and deliver to the Company a Deed of Adherence (unless the transferee is already a party to any Shareholders' Agreement (whether originally or through a Deed of Adherence)). If any such condition is imposed in accordance with this Article 38, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

DIVIDENDS AND OTHER DISTRIBUTIONS

39. DIVIDENDS, PAYMENTS OF CAPITAL AND OTHER DISTRIBUTIONS

- 39.1 All Shares shall carry full rights to participate in a dividend or any other distribution.
- 39.2 Subject to the provisions of Article 39.5 below and any provisions contained in any Shareholders' Agreement, as soon as reasonably practicable after the end of the Company's financial year end, the Board shall calculate the distributable profits of the Company for that period. The Board shall decide (on the advice of the Company's accountants where necessary) whether the distributable profits (if any) shall be distributed by way of a dividend.
- 39.3 Notwithstanding the foregoing or unless otherwise agreed unanimously by all the Shareholders, the Company shall declare and pay such dividends of 100% of distributable profit after tax of the Company legally available to distribute, taking into account the reasonable contingent liabilities and operating requirements for

the following financial year and ensuring that after the payment of any such dividend the Company retains:

- 39.3.1 adequate cash for the budgeted capital expenditure; and
- 39.3.2 working capital to finance projected revenue growth and expansion plans as provided for in any annual business plan and annual budget.
- 39.4 All dividend, payments of capital (including on winding-up) and other distribution payments shall be payable to the Shareholders only after all outstanding loans (together with any accrued interest) owed by the Company to any Shareholder have been repaid by the Company in full to the relevant Shareholder.
- 39.5 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.
- 39.6 The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:
 - 39.6.1 the terms on which the Share was issued; or
 - 39.6.2 the provisions of another agreement between the holder of that Share and the Company.
- 39.7 All dividends or other sums which are:
 - 39.7.1 payable in respect of Shares, and
 - 39.7.2 unclaimed after having been declared or become payable,may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.
- 39.8 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

40. **WAIVER OF DISTRIBUTIONS**

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

- 40.1 the Share has more than one holder; or
 - 40.2 more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the Share.

CAPITALISATION OF PROFITS

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

41. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 41.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 41.2 A person is able to exercise the right to vote at a general meeting when:
 - 41.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 41.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 41.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 41.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 41.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 41.6 A general meeting of the Company may consist of a conference between Shareholders some or all of whom are in different places provided that each Shareholder who participates is able to hear each of the other participating Shareholders addressing the meeting and to address all of the others participating simultaneously, whether directly by conference telephone or by any form of communications equipment or by a combination of them. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number of Shareholders required to form a quorum.

42. QUORUM FOR GENERAL MEETINGS

- 42.1 No business shall be conducted at any Shareholders' meeting unless a quorum is present at the beginning of the meeting and at the time when there is to be voting on any business.
- 42.1 The quorum for the transaction of business at any general meeting of the Company (including adjourned meetings) shall be one A Shareholder (to the extent there is one) and one B Shareholder (to the extent there is one). Each Shareholder shall use reasonable endeavours to ensure they attend and remain in attendance throughout each general meeting for which proper notice shall have been given. If:

prior to the A Shareholder Control Date, a quorum of Shareholders is not present at any general meeting within half an hour from the time appointed for the meeting, or if during the meeting a quorum ceases to be present, it shall be adjourned to the same day in the next week at the same time and place (the **First Adjourned Shareholder Meeting**). If a quorum is again not present at such First Adjourned Shareholder Meeting within half an hour from the time appointed for the First Adjourned Shareholder Meeting or if during the First Adjourned Shareholder Meeting such a quorum ceases to be present, the First Adjourned Meeting shall be once again adjourned to a date which is one week from the First Adjourned Shareholder Meeting, at the same time and place (the **Second Adjourned Shareholder Meeting**). If a quorum is still not present at such Second Adjourned Shareholder Meeting within half an hour from the time appointed for the Second Adjourned Shareholder Meeting or if during the Second Adjourned Shareholder Meeting such a quorum ceases to be present, any Shareholder then present shall form a quorum;

- 42.1.1 from (and including) the A Shareholder Control Date, a quorum of Shareholders is not present at any general meeting within half an hour from the time appointed for the meeting, or if during the meeting a quorum ceases to be present, it shall be adjourned to the same day in the next week at the same time and place. If a quorum is again not present at such adjourned meeting or if during the meeting such a quorum ceases to be present, it shall be dissolved and a new meeting shall be arranged.

43. **CHAIRING GENERAL MEETINGS**

The Board may appoint any Director to chair the general meetings, provided that from (and including) the A Shareholder Control Date, such right of appointment shall become exercisable by the holders of a majority of A Shares.

44. **ADJOURNMENT**

- 44.1 The Chair may adjourn a general meeting at which a quorum is present if:
 - 44.1.1 the meeting consents to an adjournment; or
 - 44.1.2 it appears to the Chair that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 44.2 The Chair must adjourn a general meeting if directed to do so by the meeting.
- 44.3 When adjourning a general meeting, the Chair must:
 - 44.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - 44.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

44.4 If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

44.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

44.4.2 containing the same information which such notice is required to contain.

44.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

45. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

45.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

VOTING AT GENERAL MEETINGS

46. **VOTING: GENERAL**

46.1 Shares shall carry votes at a general meeting of the Company or on any written resolution of the Shareholders as follows:

A Shares:	one vote per A Share
B Shares:	one vote per B Share
C Shares:	Non-voting

46.2 Each Shareholder (except a holder of any C Shares) shall have the rights to receive notice of and attend at any general meeting of the Company and to vote on a written resolution of the Shareholders.

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

47. **ERRORS AND DISPUTES**

47.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

47.2 Any such objection must be referred to the chair of the meeting, acting reasonably, whose decision is final.

48. **POLL VOTES**

48.1 A poll on a resolution may be demanded:

48.1.1 in advance of the general meeting where it is to be put to the vote; or

- 48.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 48.2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 48.3 A demand for a poll may be withdrawn if:
 - 48.3.1 the poll has not yet been taken; and
 - 48.3.2 the chair of the meeting consents to the withdrawal.
- 48.4 A demand withdrawn in accordance with Article 48.3 shall not invalidate the result of a show of hands declared before the demand was made.
- 48.5 Polls must be taken immediately and in such manner as the chair of the meeting directs.

49. **CONTENT OF PROXY NOTICES**

- 49.1 Proxies may only validly be appointed by a notice in Writing (a **Proxy Notice**) which:
 - 49.1.1 states the name and address of the Shareholder appointing the proxy;
 - 49.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 49.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 49.1.4 is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relateand a Proxy Notice which is not delivered in such manner shall be invalid.
 - 49.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
 - 49.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
 - 49.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 49.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 49.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
50. **DELIVERY OF PROXY NOTICES**
- 50.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or

any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

- 50.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 50.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 50.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Appointor's behalf.

51. AMENDMENTS TO RESOLUTIONS

- 51.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
 - 51.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 51.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 51.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
 - 51.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 51.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

52. FAIR VALUE

- 52.1 Fair Value shall be the price per Share agreed between the Board and the selling Shareholder or, in default of agreement within ten (10) Business Days of the date of service (or deemed service) of the Transfer Notice, the price per Share determined in writing by the Expert on the following bases and assumptions:
 - 52.1.1 valuing each Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent;
 - 52.1.2 the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 52.1.3 the sale is to be on arms' length terms between a willing seller and a willing buyer;
 - 52.1.4 the Shares are to be sold free of all Encumbrances;

- 52.1.5 disregarding whether or not the Shares represent a minority interest;
- 52.1.6 taking no account of whether the Shares do or do not carry Control of the Company;
- 52.1.7 the sale is taking place on the date the Expert was requested to determine the Fair Value; and
- 52.1.8 taking account of the timing and relative certainty of proposed payments and the certainty or relative uncertainty of performance conditions associated with determination of future payments.

53. MEANS OF COMMUNICATION TO BE USED

- 53.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 53.2 Subject to Article 53.3, any notice, Document or other information shall be deemed served on or delivered to the intended recipient:
 - 53.2.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - 53.2.2 if properly addressed and delivered by hand, on the day upon which it was given or left at the appropriate address;
 - 53.2.3 if properly addressed and sent or supplied by electronic means, one hour after the Document or information was sent or supplied; and
 - 53.2.4 if sent or supplied by means of a website, the date upon which the material is first made available on the website or (if later) on the day upon which the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 53.3 For the purposes of Article 53.2, no account shall be taken of any part of a day or any hours within a day that is not a Business Day.
- 53.4 In proving that any notice, Document or other information was properly addressed, it shall be sufficient to show that the notice, Document or other information was delivered to an address permitted for the purpose by the Act.
- 53.5 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 53.6 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

54. **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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

DIRECTORS' INDEMNITY AND INSURANCE

55. **INDEMNITY**

55.1 Subject to Article 55.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

55.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs; and

55.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 55.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

55.2 This Article 55 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

55.3 In this Article 55:

55.3.1 companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate; and

55.3.2 a **relevant officer** means any Director or other officer or former Director or other officer of the Company or an associated Company (including any Company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).

56. **INSURANCE**

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

56.2 In this Article 56:

56.2.1 a **relevant officer** means any Director or other officer or former Director or other officer of the Company or an associated Company (including any such Company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act);

- 56.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated Company or any pension fund or employees' Share scheme of the Company or associated Company; and
- 56.2.3 companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate.