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ARTICLES OF ASSOCIATION

Relating to Digital Origin Holdings Ltd (Company Registration Number: 11047063)

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

DIGITAL ORIGIN HOLDINGS LTD

(COMPANY REGISTRATION NUMBER: 11047063)

(ADOPTED BY SPECIAL RESOLUTION DATED: 01/09/2023)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

(1) In the Articles, unless the context requires otherwise:

Act	means the Companies Act 2006;
Articles	means the Company's Articles of Association for the time being in force;
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;
Business day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Chairman	has the meaning given in Article 12;
Chairman of the meeting	has the meaning given in Article 43;
Companies Acts	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
Conditions	the conditions to be satisfied by each Ordinary E Shareholder for the purposes of Article 24 (8) are: (1) that such Ordinary E Shareholder is not a Leaver for whatever reason; and (2) Clause 4 of the SPA has been satisfied and the Contingent Payments have become due and payable to the Ordinary E Shareholders;
Conflict	has the meaning given in Article 15(1);

Contingent Payment	has the same meaning as given in the SPA;
Controlling Interest	an interest in shares giving to the holder or holders thereof control of the Company within the meaning of section 1124 of Corporation Tax Act 2010;
Consultant	has the same meaning as given in the Shareholders Agreement;
Director	means a Director of the Company, and includes any person occupying the position of Director, by whatever name called;
Distribution recipient	has the meaning given in Article 35;
Document	includes, unless otherwise specified, any document sent or supplied in Electronic form;
Electronic form	has the meaning given in section 1168 of the Companies Act 2006;
Eligible Director	means a Director who would be entitled to vote in the matter at a meeting of Directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
Employee	has the same meaning as given in the Shareholders Agreement;
Exit	means the sale of any of the shares in the capital of the Company (in one transaction or a series of transactions) which will result in the purchaser of those shares acquiring a Controlling Interest in the Company;
E Hurdle	£20,000,000.00;
Fully paid	in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;
Group	has the same meaning as given in the Shareholders Agreement;
Hard copy form	has the meaning given in section 1168 of the Companies Act 2006;
Holder	in relation to Shares means the person whose name is entered in the register of members as the Holder of the Shares;
Instrument	means a document in hard copy form;
Leaver	any member of the Company who is an Employee or Consultant of the Company who has given or received notice

	that the relevant person shall cease to be an Employee of or Consultant to the Group;
Model Articles	means the Model Articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
Ordinary Resolution	has the meaning given in section 282 of the Companies Act 2006;
Paid	means paid or credited as paid;
Participate	in relation to a Directors' meeting, has the meaning given in Article 10;
Proxy notice	has the meaning given in Article 49;
Sale	means the sale of the issued Shares to a single purchaser (or to one or more purchasers as part of a single transaction);
Shareholder	means a person who is the Holder of a Share;
Shares	means shares in the Company of all or any class;
Shareholders Agreement	means the shareholders agreement relating to the Company between JJ Evans and others originally dated 27 April 2022 as the same maybe amended from time to time;
SPA	means the Share Purchase Agreement dated 20 April 2023 between Digital origin Holdings Limited and the Ordinary E Shareholders et al.
Special Resolution	has the meaning given in section 283 of the Companies Act 2006;
Subsidiary	has the meaning given in section 1159 of the Companies Act 2006;
Transmittee	means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law; and
Writing	means 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.

- (2) Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

- (3) Headings in these Articles are used for convenience only and shall not affect the construction of interpretation of these Articles.
- (4) A reference in these Articles to an “article” or an “Article” is a reference to the relevant article of these Articles unless expressly provided otherwise
- (5) 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:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- (6) 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.
- (7) In these Articles unless the context otherwise requires, references to Ordinary A Shares, Ordinary B Shares, Ordinary C Shares, Ordinary D Shares and Ordinary E Shares shall include Shares of those respective classes created and/or issued after the adoption of these Articles.
- (8) The Model Articles shall not apply to the Company.

2. LIABILITY OF MEMBERS

- (1) 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**

- (1) 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. **SHAREHOLDERS' RESERVE POWER**

- (1) The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- (2) No such Special Resolution invalidates anything which the Directors have done before the passing of the Resolution.

5. **DIRECTORS MAY DELEGATE**

- (1) Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
 - (a) to such person or committee;

- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

- (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.
- (3) The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

6. COMMITTEES

- (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.
- (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

7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- (1) The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.
- (2) If:
 - (a) the Company only has one Director for the time being; and
 - (b) no provision of the Articles requires it to have more than one Director,

the general rule 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.

8. UNANIMOUS DECISIONS

- (1) A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in writing.
- (3) A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

9. CALLING A **DIRECTORS'** MEETING

- (1) Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company Secretary (if any) to give such notice.
- (2) Notice of any Directors' meeting must indicate:
 - (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- (4) Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 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.

10. PARTICIPATION IN **DIRECTORS'** MEETINGS

- (1) Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
 - (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (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.
- (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.

11. QUORUM FOR **DIRECTORS'** MEETINGS

- (1) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two Eligible Directors, and unless otherwise fixed it is two Eligible Directors one of which must be the holder of Ordinary A Shares.
- (3) For the purposes of any meeting (or part of a meeting held pursuant to Article 15) to authorise a Director's Conflict, if there is only one Eligible Director in office other than the Conflicted Director(s) the quorum for such meeting (or part of the meeting) shall be one Eligible Director.

- (4) If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
 - (a) to appoint further Directors; or
 - (b) to call a general meeting so as to enable the Shareholders to appoint further Directors.

12. CHAIRING OF **DIRECTORS'** MEETINGS

- (1) A Director's meeting shall be chaired by a holder of Ordinary A Shares and this person will be known as the Chairman.
- (2) The Directors may not terminate the Chairman's appointment.
- (3) If the Chairman is not participating in a Directors' Meeting within ten minutes of the time at which it was to start, the meeting will not be quorate and shall be postponed.

13. VOTING AND CASTING VOTE

- (1) No decision shall be made or action taken unless the Chairman is in agreement with the decision being made.
- (2) If the numbers of votes for and against a proposal are equal, the Chairman has a casting vote.
- (3) Article 13(1) shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairman is not an Eligible Director for the purposes of that meeting (or part of a meeting).

14. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- (1) Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
 - (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
 - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

15. CONFLICTS OF INTEREST

- (1) The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an Interested Director) breaching his duty under section 175 of the Act to avoid conflicts of interest (Conflict).
- (2) Any authorisation under this Article 15 will be effective only if:
 - (a) the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors for consideration at a meeting under the provisions of these Articles;
 - (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Interested Director; and
 - (c) the matter was agreed to without his voting or would have been agreed to if the vote of the Interested Director had not been counted.
- (3) Any authorisation of a Conflict under this Article 15 may (whether at the time of giving the authorisation or subsequently):
 - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;

- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third part, he will not be obliged to disclosed that information to the Company, or to use it in relation to the affairs of the Company where to do so would amount to a breach of that confidence; and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- (4) Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
 - (5) The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
 - (6) A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
16. RECORDS OF DECISIONS TO BE KEPT
- (1) The Directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.
 - (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.
17. **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**
- (1) 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 OF DIRECTORS AND SECRETARY

18. NUMBER OF DIRECTORS
- (1) Unless other determined by Ordinary Resolution, the number of Directors shall not be subject to any maximum but shall not be less than one.
19. METHODS OF APPOINTING DIRECTORS
- (1) Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
 - (a) by Ordinary Resolution; or

(b) by a decision of the Directors.

- (2) In any case where, as a result of death, the company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person) who is willing to act and is permitted to do so, to be a Director.
- (3) For the purposes of paragraph (2), where 2 or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

20. **TERMINATION OF DIRECTOR'S APPOINTMENT**

- (1) A person ceases to be a Director as soon as:
- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) 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; or
 - (e) 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.

21. **DIRECTORS' REMUNERATION**

- (1) Directors may undertake any services for the Company that the Directors decide.
- (2) Directors are entitled to such remuneration as the Directors determine:
- (a) for their services to the Company as Directors; and
 - (b) for any other service which they undertake for the Company.
- (3) Subject to the Articles, a Director's remuneration may:
- (a) take any form; and
 - (b) 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.
- (4) Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

- (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.

22. **DIRECTORS' EXPENSES**

- (1) The Company must pay any reasonable expenses which the Directors and the Company Secretary properly incur in connection with their attendance at:
- (a) meetings of Directors or committees of Directors;
 - (b) general meetings; or
 - (c) 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.

23. **SECRETARY**

- (1) 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.
- (2) If the Directors so decide, there is no requirement to have a Company Secretary.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

24. **SHARE CAPITAL**

- (1) The Share Capital of the Company is divided into Ordinary A Shares, Ordinary B Shares, Ordinary C Shares, Ordinary D Shares and Ordinary E Shares.

ORDINARY A SHARES

- (2) The Ordinary A Shares shall have and be subject to the following rights and restrictions:-
- (a) Income: subject to Article 24(7) such sums available for distribution as the Company may declare from time to time pursuant to Article 34.
 - (b) Capital: In accordance with Article 24(8).
 - (c) Voting: on a show of hands the Shareholders who (being an individual) is present in person or (being a corporation) is present by a representative shall have one vote and on a poll every member who is present in person or by way of proxy or (being a corporation) by a representative shall have one vote for every share in the capital of the Company of which he is a Holder.

ORDINARY B SHARES

- (3) The Ordinary B Shares shall have and be subject to the following rights and restrictions:-
- (a) Income: subject to Article 24(7) such sums available for distribution as the Company may declare from time to time pursuant to Article 34.
 - (b) Capital: In accordance with Article 24(8).
 - (c) Voting: no voting rights.

ORDINARY C SHARES

- (4) The Ordinary C Shares shall have and be subject to the following rights and restrictions:-
- (a) Income: subject to Article 24(7) such sums available for distribution as the Company may declare from time to time pursuant to Article 34.
 - (b) Capital: In accordance with Article 24(8).
 - (c) Voting: no voting rights.

ORDINARY D SHARES

- (5) The Ordinary D Shares shall have and be subject to the following rights and restrictions:-
- (a) Income: subject to Article 24(7) such sums available for distribution as the Company may declare from time to time pursuant to Article 34.
 - (b) Capital: In accordance with Article 24(8).
 - (c) Voting: no voting rights.

ORDINARY E SHARES

- (6) The Ordinary E Shares shall have and be subject to the following rights and restrictions:-
- (a) Income: subject to Article 24(7) such sums available for distribution as the Company may declare from time to time pursuant to Article 34.
 - (b) Capital: In accordance with Article 24(8).
 - (c) Voting: no voting rights.

- (7) Subject to the provisions of Article 34, for the purposes of declaring a dividend the Shares shall not rank pari passu and the Directors shall have the discretion to determine on which shares a dividend is declared and dividends may at the discretion of the Directors be declared at different rates on the Ordinary A Shares, Ordinary B Shares, Ordinary C Shares, the Ordinary D Shares and/or Ordinary E Shares.

CAPITAL DISTRIBUTION

- (8) On an Exit, winding-up, return or capital to the Shareholders or otherwise, the proceeds distributable to the holders of Shares (the “Value”) shall be apportioned between the holders of Shares in the following manner and order of priority:
- (a) First to the extent any amount forming part of the Value remains to be paid following the payment of all liabilities (the “Excess Amount”), then such payments shall be made in the following manner to the holders of Ordinary A Shares, Ordinary B Shares, Ordinary C Shares and Ordinary D Shares, a sum equal to the Excess Amount, up to and including the E Hurdle, pro rata to the proportion of the Ordinary A Shares, Ordinary B Shares, Ordinary C Shares and Ordinary D Shares held by each holder of the Shares as if the same constituted one class of Share, and for the avoidance of doubt the holders of the Ordinary E Shares shall not be entitled to receive any payment unless and until the E Hurdle has been exceeded; and
 - (b) Second, to all the holders of Shares, the remainder of the Value being the Excess Amount in excess of the E Hurdle following the operation of Article 24 (8)(a) *pari passu* as if such Shares constituted one class of Share, pro rata to their respective shareholdings, subject always to the satisfaction of the Conditions in respect of each holder of the Ordinary E Shares.
25. ALL SHARES TO BE FULLY PAID UP
- (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.
 - (2) This does not apply to shares taken on the formation of the Company by the subscribers to the Company’s memorandum.
26. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE
- (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 Ordinary Resolution.
 - (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 Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.
27. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS
- (1) Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder’s absolute ownership of it and all the rights attaching to it.
28. SHARE CERTIFICATES
- (1) The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

- (2) Every certificate must specify:
 - (a) in respect of how many Shares, of what class, it is issued;
 - (b) the nominal value of those Shares;
 - (c) that the Shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- (3) No certificate may be issued in respect of Shares of more than one class.
- (4) If more than one person holds a Share, only one certificate may be issued in respect of it.
- (5) Certificates must:
 - (a) have affixed to them the Company's common seal; or
 - (b) be otherwise executed in accordance with the Companies Acts.

29. REPLACEMENT SHARE CERTIFICATES

- (1) If a certificate issued in respect of a Shareholder's Shares is:
 - (a) damaged or defaced; or
 - (b) said to be lost, stolen or destroyed,that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- (2) A Shareholder exercising the right to be issued with such a replacement certificate:
 - (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

30. SHARE TRANSFERS

- (1) 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.
- (2) No fee may be charged for registering any Instrument of transfer or other document relating to or affecting the title to any share.
- (3) The Company may retain any Instrument of transfer which is registered.

- (4) The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as holder of it.
- (5) The Directors may refuse to register the transfer of a Share, and if they do so, 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.

31. TRANSMISSION OF SHARES

- (1) If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that share.
- (2) A Transmitttee who produces such evidence of entitlement to shares as the Directors may properly require:
 - (a) may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person; and
 - (b) subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.
- (3) But, subject to Article 19(2) Transmitttees do not have the right to attend or vote at a general meeting, or agree to a proposed Written Resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the holders of those Shares.

32. EXERCISE OF **TRANSMITTEES'** RIGHTS

- (1) Transmitttees who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- (2) If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an Instrument of transfer in respect of it.
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

33. TRANSMITTEES BOUND BY PRIOR NOTICES

- (1) If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name or the name of any person(s) named as the transferee(s) in an Instrument of transfer executed under 31(2) has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

34. PROCEDURE FOR DECLARING DIVIDENDS

- (1) The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.

- (2) A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- (3) No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- (4) Subject to Article 24(3), unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- (5) If the Company's Share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- (6) The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) 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.

35. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- (1) Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
 - (a) transfer to a bank or building society account specified by the distribution recipient in writing or as the Directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a Holder of the Share), or (in any other case) to an address specified by the distribution recipient in writing or as the Directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing or as the Directors may otherwise decide; or
 - (d) any other means of payment as the Directors agree with the distribution recipient in writing or by such other means as the Directors decide.
- (2) In the Articles, "the distribution recipient" means, in respect of a Share in respect of which a dividend or other sum is payable:
 - (a) the Holder of the Share;
 - (b) if the share has two or more joint Holders, whichever of them is named first in the register of members; or

- (c) if the Holder is no longer entitled to the share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittree.

36. NO INTEREST ON DISTRIBUTIONS

- (1) The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the terms on which the Share was issued; or
- (b) the provisions of another agreement between the Holder of that Share and the Company.

37. UNCLAIMED DISTRIBUTIONS

- (1) All dividends or other sums which are:

- (a) payable in respect of Shares, and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

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

- (4) If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

38. NON-CASH DISTRIBUTIONS

- (1) Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any Company).

- (2) For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

39. WAIVER OF DISTRIBUTIONS

- (1) Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:
- (a) the Share has more than one holder; or
 - (b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise, 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

40. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- (1) Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's Share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- (2) Capitalised sums must be applied:
- (a) on behalf of the persons entitled; and
 - (b) in the same proportions as a dividend would have been distributed to them.
- (3) Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the Articles the Directors may:
- (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and

- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

41. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- (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.
- (2) A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (5) 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.
- (6) 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.
- (7) 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.

42. QUORUM FOR GENERAL MEETINGS

- (1) No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

43. CHAIRING GENERAL MEETINGS

- (1) The Chairman shall chair general meetings if present and willing to do so.
- (2) If the Chairman is not present within ten minutes of the time at which a meeting was due to start the meeting shall be postponed.
- (3) The person chairing a meeting in accordance with this article is referred to as "the Chairman of the meeting".

44. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- (1) Directors may attend and speak at general meetings, whether or not they are Shareholders.

- (2) The Chairman of the meeting may permit other persons who are not:
 - (a) Shareholders of the Company; or
 - (b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting.
- 45. ADJOURNMENT
 - (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.
 - (2) The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:
 - (a) the meeting consents to an adjournment; or
 - (b) it appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
 - (3) The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
 - (4) When adjourning a general meeting, the Chairman of the meeting must:
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
 - (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
 - (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

- 46. VOTING: GENERAL
 - (1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

47. ERRORS AND DISPUTES

- (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.
- (2) Any such objection must be referred to the Chairman of the meeting, whose decision is final.

48. POLL VOTES

- (1) A poll on a resolution may be demanded:
 - (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by:
 - (a) the Chairman of the meeting;
 - (b) the Directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if:
 - (a) the poll has not yet been taken; and
 - (b) the Chairman of the meeting consents to the withdrawal.
- (4) A demand withdrawn pursuant to Article 48 (3) shall not invalidate the result of a show of hands declared before the demand was made.
- (5) Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

49. CONTENT OF PROXY NOTICES

- (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - (a) states the name and address of the Shareholder appointing the proxy;
 - (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the directors may determine;

- (d) 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 relate; and
 - (e) a Proxy Notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting.
- (2) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
 - (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.
 - (4) Unless a Proxy Notice indicates otherwise, it must be treated as:
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) 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

- (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.
- (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.
- (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.
- (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

- (1) An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
 - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine); and

- (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- (2) A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
 - (a) the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

52. MEANS OF COMMUNICATION TO BE USED
- (1) Any notice, document or other information shall be deemed to serve on or delivered to the intended recipient:
 - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour(s) after the document of information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
 - (2) For the purposes of this Article, no account shall be taken of any part of any day that is not a working day.
 - (3) 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. COMPANY SEALS

- (1) Any common seal may only be used by the authority of the Directors.
- (2) The Directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is:
 - (a) any Director of the Company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

54. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- (1) Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

55. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

- (1) 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

56. INDEMNITY

- (1) Subject to Article 56(2) but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - (a) each relevant officer shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) in relation to the activities of the Company (or any activities of an associate Company) as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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 affairs of the Company (or any affairs of an associate company); and

(b) 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 56(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

57. INSURANCE

(1) The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this Article:

(a) 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), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor);

(b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated Company; and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.