

Company number: 11062241

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CONTROL NOW LTD



(Adopted by special resolution passed on ...13 July 2021)

## Introduction

### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles:

<b>Act</b>	means the Companies Act 2006.
<b>Acting in Concert</b>	has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time).
<b>appointor</b>	has the meaning given in article 11.1.
<b>Articles</b>	means the company's articles of association for the time being in force.
<b>B Ordinary Shares</b>	the B Ordinary Shares of £0.00001 each in the capital of the company from time to time and <b>B Ordinary Shareholders</b> shall be interpreted accordingly.
<b>Bad Leaver</b>	<p>an Employee who becomes a Departing Employee in circumstances where he is not a Good Leaver, including, without limitation, as a consequence of:</p> <p>(a) such person's resignation as an Employee, except in circumstances which constitute a constructive, wrongful and/or unfair dismissal save in the case that unfair dismissal is as a result of a procedural defect; or</p>

- (b) that person's dismissal as an Employee for cause, where "cause" shall mean: (i) the lawful termination of that person's contract of employment or consultancy without notice or payment in lieu of notice as a consequence of that person's misconduct or as otherwise permitted pursuant to the terms of that person's contract of employment or consultancy; and/or (ii) that person's fair dismissal pursuant to section 98(2) (a) (capability) or 98(2) (b) (conduct) of the Employment Rights Act 1996.

<b>Business Day</b>	means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.
<b>company</b>	Control Now Ltd, a company incorporated and registered in England and Wales with company number 11062241 and whose registered office is located at Garden Studios, 71-75 Shelton Street, London, EC2H 9JQ.
<b>Conflict</b>	has the meaning given in article 7.1.
<b>connected person</b>	has the meaning given in section 1122 of the Corporation Tax Act 2010.
<b>Controlling Interest</b>	means an interest in shares giving to the holder or holders control of the company within the meaning of section 1124 of the Corporation Tax Act 2010.
<b>Deemed Transfer Notice</b>	a Transfer Notice deemed to have been served under article 22.
<b>eligible director</b>	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).
<b>EMI Scheme</b>	any Enterprise Management Incentive Plan adopted by the company from time to time.

<b>Employee</b>	an individual who is, or has been, a director and/or an employee of, or who does provide or has provided consultancy services to the company.
<b>Employee Trust</b>	a trust, the terms of which are approved by the Board, whose beneficiaries are the bona fide employees of the company.
<b>Departing Employee</b>	an Employee who ceases to be a director and/or employee of the company (other than by reason of death);
<b>Fair Value</b>	has the meaning given in article 23.2.
<b>Good Leaver</b>	<p>an Employee who becomes a Departing Employee by reason of:</p> <ul style="list-style-type: none"> <li>(a) retirement, permanent disability or permanent incapacity through ill-health; or</li> <li>(b) redundancy (as defined in the Employment Rights Act 1996); or</li> <li>(c) dismissal by the company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive; or</li> <li>(d) any other reason determined by the Board to classify the Departing Employee as a "Good Leaver".</li> </ul>

<b>Independent Expert</b>	the auditors or accountants for the time being of the company or, if they decline the instruction, an independent firm of accountants jointly appointed by the company and the Seller or, in the absence of agreement between the company and the Seller on the identity of the expert within 5 Business Days of the expiry of the 10 Business Day period referred to in article 23.1, an independent firm of accountants appointed by the President, for the time being, of the Institute of Chartered Accountants of England and Wales (in each case acting as an expert and not as an arbitrator).
<b>Issue Price</b>	in respect of a Share, the aggregate of the amount paid up in respect of the nominal value and any share premium.
<b>Model Articles</b>	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.
<b>Option</b>	any option granted under any Option Scheme.
<b>Option Scheme</b>	any option scheme operating by the company including but not limited to an EMI Scheme.
<b>Ordinary Shares</b>	the ordinary shares of £0.00001 each in the capital of the company from time to time and <b>Ordinary Shareholders</b> shall be interpreted accordingly.
<b>Shares</b>	together the Ordinary Shares and the B Ordinary Shares or individually as the context requires.
<b>Shareholders</b>	together the Ordinary Shareholders and the B Ordinary Shareholders or individually as the context requires.

<b>Shareholder Consent</b>	the prior written consent of the holder(s) for the time being of not less than 75% by nominal value of all Shares held by Shareholders;
<b>Termination Date</b>	<p>(a) where employment ceases by virtue of notice given by the employer to the Employee, the date on which such notice expires;</p> <p>(b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served;</p> <p>(c) where the Employee concerned is a director but not an employee, the date on which his service agreement (or other terms of appointment) with the company is terminated; or</p> <p>(d) in any other case, the date on which the employment or holding of office is terminated.</p>
<b>Transfer Notice</b>	means a notice in writing by a Seller of his wish to transfer any Shares;
<b>Transfer Price</b>	the price per Sale Share determined in accordance with clause 21.3.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.6 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the company.
- 1.11 Article 7 of the Model Articles shall be amended by:
- 1.11.1 the insertion of the words "for the time being" at the end of article 7(2)(a);  
and
  - 1.11.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.13 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 1.16 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

## **Directors**

### **2. UNANIMOUS DECISIONS**

- 2.1 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.
- 2.2 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.
- 2.3 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.

### **3. CALLING A DIRECTORS' MEETING**

- 3.1 Any director may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.
- 3.2 Notice of a directors' meeting shall be given to each director in writing.

### **4. QUORUM FOR DIRECTORS' MEETINGS**

- 4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 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 a meeting) shall be one eligible director.
- 4.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
  - 4.3.1 to appoint further directors; or
  - 4.3.2 to call a general meeting so as to enable the Shareholders to appoint further directors.

### **5. CASTING VOTE**

- 5.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the managing director of the company has a casting vote.

- 5.2 Article 5.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairperson or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

**6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 6.1 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:

- 6.1.1 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;
- 6.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 6.1.3 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 existing or proposed transaction or arrangement in which he is interested;
- 6.1.4 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;
- 6.1.5 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
- 6.1.6 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 transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.



## 7. DIRECTORS' CONFLICTS OF INTEREST

7.1 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**).

7.2 Any authorisation under this article 7 will be effective only if:

7.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

7.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and

7.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.

7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):

7.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

7.3.2 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;

7.3.3 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;

7.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

7.3.5 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 party, he will not be obliged to disclose that information to the company, or to use it in relation to the company's affairs where to do so would amount to a breach of that confidence; and

- 7.3.6 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 8. RECORDS OF DECISIONS TO BE KEPT**
- 8.1 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.
- 9. NUMBER OF DIRECTORS**
- 9.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 10. APPOINTMENT OF DIRECTORS**
- 10.1 In any case where, as a result of death or bankruptcy, the company has no Shareholders and no directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) 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.
- 11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**
- 11.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

11.1.1 exercise that director's powers; and

11.1.2 carry out that director's responsibilities,

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

11.2 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.

11.3 The notice must:

11.3.1 identify the proposed alternate; and

11.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

## **12. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

12.2 Except as the Articles specify otherwise, alternate directors:

12.2.1 are deemed for all purposes to be directors;

12.2.2 are liable for their own acts and omissions;

12.2.3 are subject to the same restrictions as their appointors; and

12.2.4 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.

12.3 A person who is an alternate director but not a director:

12.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

12.3.2 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); and

12.3.3 shall not be counted as more than one director for the purposes of article 12.3.1 and article 12.3.2.

12.4 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), but shall not count as more than one director for the purposes of determining whether a quorum is present.

12.5 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.

### **13. TERMINATION OF ALTERNATE DIRECTORSHIP**

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

13.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

13.1.2 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;

13.1.3 on the death of the alternate's appointor; or

13.1.4 when the alternate's appointor's appointment as a director terminates.

### **14. SECRETARY**

14.1 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.

## **Shares and Distribution**

### **15. SHARE CAPITAL**

15.1 At the date of adoption of these Articles the issued share capital of the company is £2 divided into 200,000 Ordinary Shares of £0.00001 each.

- 15.2 The share capital of the company shall be divided into Ordinary Shares and B Ordinary Shares and each shall constitute a separate class of shares and which shall have the following rights and restrictions:

**Income**

- 15.2.1 The Ordinary Shares shall have the rights to any dividend declared by the company which shall belong to and be paid to the holders of the Ordinary Shares pro rata to the number of Ordinary Shares respectively held by them.
- 15.2.2 The B Ordinary Shares shall have the rights to any dividend declared by the company which shall belong to and be paid to the holders of the B Ordinary Shares pro rata to the number of B Ordinary Shares respectively held by them.

**Capital**

- 15.2.3 As regards capital, the Ordinary Shares and the B Ordinary Shares shall rank pari passu.

**Voting**

- 15.2.4 The Ordinary Shares shall have full voting rights including the right to receive notice of all general meetings of the company and to attend and to vote at such meetings either in person or by proxy. On a poll every member holding an Ordinary Share shall have one vote in respect of every such Ordinary Share of which he is the holder.
- 15.2.5 The B Ordinary Shares shall have no voting rights.
- 15.3 Reference to shares of a particular class shall rank pari passu in all respects with the shares of the relevant class then in issue.

**16. DIVIDENDS**

- 16.1 Subject to the Act and to the decisions of the Board, the company may pay dividends to the Ordinary Shareholders and/or the B Ordinary Shareholders.
- 16.2 Subject to the Act, to the decisions of the Board, a dividend or dividends may be declared on one or several classes of Shares to the exclusion of any class or classes and dividends at different rates or in different amounts may be declared on the respective classes of Shares but in default of any such direction the Shares in each such class shall be deemed to rank parri passu in all respects as if they constituted one class of Shares.

## **17. PURCHASE OF OWN SHARES**

- 17.1 Subject to the Act but without prejudice to any other provision of these Articles, the company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

17.1.1 £15,000; and

17.1.2 the nominal value of 5% of the company's fully paid share capital at the beginning of each financial year of the company.

## **18. FURTHER ISSUES OF SHARES: AUTHORITY**

- 18.1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the Shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company.

- 18.2 Subject to the remaining provisions of this article 18 and article 19 the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the company to:

18.2.1 offer or allot;

18.2.2 grant rights to subscribe for or to convert any security into;

18.2.3 otherwise deal in, or dispose of,

any,

(i) Ordinary shares to any person, at any time and subject to any terms and conditions as the directors think proper; and

(ii) B Ordinary Shares to any person, at any time and subject to any terms and conditions as the directors think proper.

- 18.3 The authority referred to in article 18.2:

18.3.1 shall be limited to a maximum nominal amount of £1,000 for each of the Ordinary Shares and the B Ordinary Shares;

18.3.2 shall only apply insofar as the company has not renewed, waived or revoked it by ordinary resolution; and

18.3.3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an

offer or agreement which would, or might, require Ordinary Shares and/or B Ordinary Shares to be allotted after the expiry of such authority (and the directors may allot Ordinary Shares and/or B Ordinary Shares in pursuance of an offer or agreement as if such authority had not expired).

**19. FURTHER ISSUES OF SHARES: PRE-EMPTION RIGHTS**

- 19.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the company.
- 19.2 Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the company has first offered them to all Shareholders of Shares on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as possible without involving fractions). The offer:
- 19.2.1 shall be in writing, shall be open for acceptance for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
- 19.2.2 may stipulate that any Shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe.
- 19.3 Any equity securities not accepted by Shareholders pursuant to the offer made to them in accordance with article 19.2 shall be used for satisfying any requests for Excess Securities made pursuant to article 19.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with article 19.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the Shareholders.
- 19.4 Subject to articles 19.2 and 19.3 and to section 551 of the Act, any equity securities shall be at the disposal of the directors 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.

- 19.5 No shares shall be allotted to any Employee, director, prospective employee or director unless such person has entered into a joint election with the company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

## 20. **PERMITTED TRANSFERS**

### 20.1 Permitted transfers by all Shareholders

- 20.1.1 Any Shareholder may at any time transfer any Shares, in accordance with the provisions of CA 2006, to the company.
- 20.1.2 Any Shareholder may at any time transfer all or any of his Shares to any other person with the prior written consent of all other Shareholders.
- 20.1.3 Any Shares may be transferred pursuant to Article 24 (Tag Along) and/or Article 25 (Drag Along).
- 20.1.4 An Employee Trust may at any time transfer any B Ordinary Shares to a Relevant Employee to satisfy an entitlement under an Option.
- 20.1.5 A Relevant Employee may at any time transfer any B Ordinary Shares, with the consent of the Board, to an Employee Trust or to the company.
- 20.1.6 Any Shares may be transferred pursuant to Article 22 (Compulsory Transfers).

## 21. **VOLUNTARY TRANSFERS OF SHARES – PRE EMPTION RIGHTS**

- 21.1 Except as permitted under article 20, any Shareholder (**Seller**) who wishes to transfer Shares shall give notice in writing (the **Transfer Notice**) to the company of his wish specifying:
- 21.1.1 the number of Shares which he wishes to transfer (the **Sale Shares**);
- 21.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares; and
- 21.1.3 the price at which he wishes to transfer the Sale Shares (the **Transfer Price**).
- 21.2 The Seller may state in the Transfer Notice that he is only willing to transfer all, or not less than a specified number, of the Sale Shares (a **Minimum Transfer Condition**) in which case no Sale Shares can be sold unless offers are received for all, or at least such specified number, (as applicable) of them.



- 21.3 Once given (or deemed to have been given) under these Articles, a Transfer Notice may not be withdrawn.
- 21.4 The Transfer Notice shall constitute the company the agent of the Seller for the sale of the Sale Shares upon the following terms:
- 21.4.1 the price for the Sale Shares is the lower of (i) the Transfer Price and (ii) Fair Value (the **Transfer Notice Price**); and
- 21.4.2 the Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them.
- 21.5 Within five Business Days of the later of:
- 21.5.1 receipt by the company of a Transfer Notice; and
- 21.5.2 the determination of the Fair Value,
- the company shall offer the Sale Shares comprised in the Transfer Notice to the persons (each an **Offeree**) set out in article 21.6 in the order of priority set out in article 21.6 (the **Offer Notice**).
- 21.6 The Offerees and the order of priority referred to in article 21.5 are as follows:
- 21.6.1 if the Sale Shares are Ordinary Shares:
- 21.6.1.1 to the company; and subject hereto
- 21.6.1.2 to the holder(s) of Ordinary Shares other than the Seller (if any) in the proportion which his existing holding of Ordinary Shares bears to the total number of Ordinary Shares held by all holder(s) of Ordinary Shares (other than the Seller) (as nearly as possible without involving fractions);
- 21.6.2 if the Sale Shares are B Ordinary Shares:
- 21.6.2.1 to any Employee Trust that the Board may nominate for the purpose; and subject thereto,
- 21.6.2.2 to the company; and subject hereto
- 21.6.2.3 to the holder(s) of Ordinary Shares, in the respective proportions that the number of Ordinary Shares held by each such holder bears to the total number of Ordinary Shares held by all holders of Ordinary Shares (as nearly as possible without involving fractions);

and any Offeree to whom the Sale Shares are offered will be at liberty to accept some or all of the Shares so offered.

- 21.7 Every Offer Notice shall be made in writing and shall remain open for acceptance for the period (the **Offer Period**) expiring 15 Business Days after the date on which the offer is made.
- 21.8 In the event that an Offeree declines to accept all of the Sale Shares offered to it or him (as the case may be) such Sale Shares as are declined shall be re-offered in like manner and upon the same terms to those Offerees who accepted all the Sale Shares previously offered to them and such re-offering shall be repeated until such time as all the Sale Shares have been accepted or until the Offerees shall have declined to accept any more of them. In such event, any remaining Sale Shares may, if the Board elects, be purchased by the company. For the avoidance of doubt, every further offer of Sale Shares pursuant to this article 21.8 shall be deemed to extend the Offer Period by a further 5 Business Days.
- 21.9 If the company shall during the Offer Period find an Offeree or Offerees willing to purchase any of the Sale Shares comprised in a Transfer Notice or if the company itself wishes to purchase any of the Sale Shares (all such persons called the **Purchasers**), and provided any Minimum Transfer Condition is met, the company shall give written notice to the Seller of the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by such Purchaser, whereupon the Seller shall be bound, upon payment of the Transfer Notice Price, to transfer to the Purchasers the Sale Shares agreed to be purchased by them respectively.
- 21.10 Except in the case of a purchase by the company, the sale and purchase shall be completed at a place and time (being not less than 5 Business Days nor more than 10 Business Days after the expiry of the Offer Period) to be appointed by the Board. In the case of a purchase by the company, such purchase shall be completed not more than 10 Business Days after the requirements of Chapter 4 of Part 18 of CA 2006 (Purchase of own shares) have been complied with and the Shareholders hereby undertake that they will exercise their votes so that (as far as they can) the requirements of CA 2006 are complied with.
- 21.11 If the Seller makes default in transferring the Sale Shares the Board are irrevocably authorised to appoint any person they nominate as agent or attorney on behalf of the Seller to transfer the Sale Shares on the Seller's behalf and to do anything else that the other Shareholders may reasonably require to complete the sale and the company may receive the purchase price on trust for the Seller (without any obligation to pay interest) giving a receipt that shall discharge the other Shareholders.
- 21.12 In the event of all the Sale Shares not being sold under the preceding paragraphs of this article 21 the Seller may, at any time within three calendar months after receiving

confirmation from the company that the pre-emption provisions herein contained have been exhausted, transfer all of the Sale Shares, or at least such number of the Sale Shares as is specified in the Minimum Transfer Condition, as applicable (if article 21.2 applies) or any Sale Shares which have not been sold (if article 21.2 does not apply) to any person or persons at any price not less than the Transfer Notice Price provided that:

21.12.1 the Board shall be entitled to refuse registration of the proposed transferee if he or it (as the case may be) is, or is believed to be a nominee for a person reasonably considered by the Board to be, a competitor or connected with a competitor of the business of the company;

21.12.2 if the provisions of article 21.2 applied to the Transfer Notice, the Seller shall not be entitled, save with the written consent of all the Ordinary Shareholders (save for the Seller where the Seller is an Ordinary Shareholder), to sell hereunder less than all, or least the specified number, (as applicable) of the Sale Shares according to the Minimum Transfer Condition to such person or persons;

21.12.3 any such sale shall be a bona fide sale and the Board may request such information as it reasonably deems necessary to satisfy itself that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Notice Price without any deduction, rebate or allowance whatsoever and, if not so satisfied, may refuse to register the instrument of transfer; and

21.12.4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Seller to procure the making of an offer in accordance with article 24 (Tag Along), until such time as such offer has been made and, if accepted, completed.

21.13 Any Sale Shares purchased by a holder of Ordinary Shares shall automatically convert to Ordinary Shares upon purchase.

21.14 The restrictions imposed by this Article may be waived in relation to any proposed transfer of Sale Shares with the consent of Shareholders who, but for the waiver, would or might have been entitled to have such Sale Shares offered to them in accordance with this Article.

## 22. **COMPULSORY TRANSFERS**

22.1 In this article a **Sale Event** means:

22.1.1 in relation to a Shareholder:

- 22.1.1.1 the Shareholder's death;
  - 22.1.1.2 the Serious Ill Health of the Shareholder, where "**Serious Ill Health**" means an illness or disability certified by a general medical practitioner as rendering that person permanently incapable of carrying out his role as Shareholder;
  - 22.1.1.3 the Shareholder is convicted of a criminal offence (other than a speeding or similar offence);
  - 22.1.1.4 a bankruptcy petition being presented for the Shareholder's bankruptcy, or an arrangement or composition being proposed with any of his creditors, or where he otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
  - 22.1.1.5 the Shareholder lacking capacity (under section 2 of the Mental Health Act 2005) to make decisions in relation to the company or his shareholding;
  - 22.1.1.6 the Shareholder committing a material or persistent breach of this agreement which, if capable of remedy, has not been so remedied within 14 Business Days of notice to remedy the breach being served by all the other Shareholders.
- 22.1.2 in relation to a B Ordinary Shareholder:
- 22.1.2.1 the B Ordinary Shareholder (being an Employee) becoming a Departing Employee, unless the Board (acting with Shareholder Consent) otherwise directs in writing within 14 Business Days of the relevant Termination Date that a Transfer Notice shall not be deemed to have been served.
- 22.2 Upon the happening of any Sale Event, the Shareholder in question shall be deemed to have immediately given notice to the Company (a **Deemed Transfer Notice**) in respect of all the Shares then held by him (the **Sale Shares**). A Deemed Transfer Notice shall supersede and cancel any then current Sale Notice insofar as it relates to the same Shares except for Shares which have already been validly transferred pursuant to that Sale Notice. For the purposes of this article 22.2 **Shareholder** will include, where relevant, any trustee in bankruptcy or personal representative(s) of a Shareholder.
- 22.3 A Deemed Transfer Notice shall be deemed to have been given on the date of the relevant Sale Event.

- 22.4 The price at which the Sale Shares shall be transferred pursuant to the Deemed Transfer Notice (the **Compulsory Sale Price**) shall be:
- 22.4.1 in the case of a Good Leaver, their Fair Value;
  - 22.4.2 in the case of a Bad Leaver, their Fair Value or, if less, their Issue Price; and
  - 22.4.3 in all other cases, their Fair Value.
- 22.5 The company shall be constituted as the agent of the Seller with effect from the date of the Deemed Transfer Notice for the sale of the Sale Shares upon the following terms:
- 22.5.1 the price for each Sale Share is the Compulsory Sale Price; and
  - 22.5.2 the Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them.
- 22.6 Within 15 Business Days of the receipt by the company of a Deemed Transfer Notice (or such later date should a Fair Value of the Sale Shares require determination pursuant to article 23) the company shall offer, in writing, the Sale Shares comprised in the Sale Notice in accordance with article 21.6 (the **Offer Notice**) and any person to whom the Sale Shares are offered (each such person being an **Offeree**) will be at liberty to accept some or all of the Shares so offered.
- 22.7 Every Offer Notice shall be made in writing and shall remain open for acceptance for the period (the **Offer Period**) expiring 15 Business Days after the date on which the offer is made.
- 22.8 In the event that an Offeree declines to accept all of the Sale Shares offered to him or it (as the case may be) such Sale Shares shall be re-offered in like manner and upon the same terms to those Offerees who accepted all the Sale Shares previously offered to them and such re-offering shall be repeated until such time as all the Sale Shares have been accepted or until the Offerees shall have declined to accept any more of them. In such event, any remaining Sale Shares may, if the Board elects, be purchased by the Company (and any remaining Sale Shares thereafter shall be **Surplus Sale Shares**). For the avoidance of doubt, every further offer of Sale Shares pursuant to this article 22.8 shall be deemed to extend the Offer Period by a further 5 Business Days.
- 22.9 Within three Business Days of the expiry of the Offer Period the Board will give notice to the Seller and each Offeree who has agreed to purchase some or all of the Sale Shares and those purchases are to be completed in the time frames set out at Article 22.10.

- 22.10 Except in the case of a purchase by the company, the sale and purchase shall be completed at a place and time (being not less than 5 Business Days nor more than 10 Business Days after the expiry of the Offer Period or, in the case of death, within the same period following grant of probate or letters of administration) to be appointed by the Board. In the case of a purchase by the company, such purchase shall be completed not more than 10 Business Days after the requirements of Chapter 4 of Part 18 of CA 2006 (Purchase of own shares) have been complied with and the Shareholders hereby undertake that they will exercise their votes so that (as far as they can) the requirements of CA 2006 are complied with.
- 22.11 If the Seller makes default in transferring the Sale Shares the Board are irrevocably authorised to appoint any person they nominate as agent or attorney on behalf of the Seller to transfer the Sale Shares on the Seller's behalf and to do anything else that the other Shareholders may reasonably require to complete the sale and the company may receive the purchase price on trust for the Seller (without any obligation to pay interest) giving a receipt that shall discharge the other Shareholders.
- 22.12 If purchasers cannot be found for all of the Sale Shares the Seller does not have the right to sell the Surplus Sale Shares to a third party but shall be entitled to retain the Surplus Sale Shares provided that:
- 22.12.1 the Seller shall not be entitled to transfer any of the Surplus Sale Shares pursuant to the permitted and voluntary transfer provisions at articles 20 and 21; and
- 22.12.2 at any time thereafter the Board shall be able to determine that the Deemed Transfer Notice shall be deemed to have been served again in respect of the Surplus Sale Shares.
- 22.13 Forthwith upon a Deemed Transfer Notice being deemed given, the Sale Shares to which such notice relates shall, in the case of a Bad Leaver, cease to confer on the holder of them any rights:
- 22.13.1 to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
- 22.13.2 to receive dividends or other distributions otherwise attaching to those Sale Shares; or
- 22.13.3 to participate in any future issue of Shares.
- 22.14 The Board may reinstate the rights referred to in article 22.13 at any time and in any event such rights shall be reinstated in respect of any Sale Shares transferred pursuant to article 22 on completion of such transfer.

23. **VALUATION**

- 23.1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Board (any director with whom the Seller is connected not voting) and the Seller or, in default of agreement within 10 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the Board first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share.
- 23.2 The fair value shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions (**Fair Value**):
- 23.2.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
  - 23.2.2 if the company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - 23.2.3 that the Sale Shares are capable of being transferred without restriction;
  - 23.2.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the company which they represent; and
  - 23.2.5 reflecting any other factors which the Independent Expert reasonably believes should be taken into account.
- 23.3 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.
- 23.4 The directors will give the Independent Expert access to all accounting records or other relevant documents of the company, subject to it agreeing such confidentiality provisions as the directors may reasonably impose.
- 23.5 The parties are entitled to make submissions to the Independent Expert including oral submissions and shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision.

- 23.6 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 23.7 The Independent Expert shall be requested to determine the Fair Value within 30 Business Days of its appointment and to deliver its certificate to the company. Forthwith upon receipt, the company shall deliver a copy of the certificate to the Seller.
- 23.8 The cost of obtaining the Independent Expert's certificate shall be borne by the parties equally or in such other proportions as the Independent Expert directs unless in respect of a Deemed Transfer Notice, the Fair Value is less than the price per Sale Share offered to the Seller by the directors before the appointment of the Independent Expert, in which case the Seller shall bear the cost.

24. **CHANGE OF CONTROL – TAG ALONG**

- 24.1 If the effect of any transfer of Shares by a Seller would, if completed, result in the transferee (together with his Connected Persons and any persons Acting in Concert with the transferee) obtaining a Controlling Interest, the Seller shall procure the making by such transferee of a Tag Along Offer (as defined below) to all of the other Shareholders. Every Shareholder, on receipt of a Tag Along Offer, shall be bound within 20 Business Days of the date of such offer (or within such longer period as the offer may specify) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Tag Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers.
- 24.2 **Tag Along Offer** means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase Shares held by the recipients of a Tag Along Offer, free from all liens, charges and encumbrances, in each case at a price per Share equal to the highest price per Share (including the cash equivalent of any non-cash consideration) paid or to be paid by any transferee referred to in article 24.1 (or any person with whom such transferee is connected with or with whom such transferee is Acting in Concert) for Shares (inclusive of the Shares giving rise to the obligation to make the Tag Along Offer) within the period of one year ending on the proposed date of completion of such transfer of Shares.
- 24.3 In the event of disagreement, the calculation of the relevant Tag Along Offer price shall be referred to the auditors or accountants (as the case may be) of the company.

25. **CHANGE OF CONTROL – DRAG ALONG**

- 25.1 If the holders of 75% of the issued Shares (**Shareholder Majority**) wish to transfer all of their interest in their Shares (**Sellers' Shares**) to a bona fide arm's length purchaser (**Proposed Buyer**), the Shareholder Majority may require all other Shareholders



(**Called Shareholders**) to sell and transfer all their Shares to the Proposed Buyer (or as the Proposed Buyer directs) on the same terms and conditions as the Shareholder Majority agree to sell to the Proposed Buyer in accordance with the provisions of this article 25 (**Drag Along Option**).

- 25.2 The Shareholder Majority may exercise the Drag Along Option by giving written notice to that effect (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 25.2.1 that the Called Shareholders are required to transfer all their Shares (**Called Shares**);
  - 25.2.2 the person to whom the Called Shares are to be transferred;
  - 25.2.3 the consideration payable for the Called Shares which shall, for each Called Share, be an amount equal to the price per Sellers' Share (including the cash equivalent of any non-cash consideration). Any dispute over the price shall be referred to the auditors or accountants (as the case may be) of the company; and
  - 25.2.4 the proposed date of the transfer.
- 25.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Shareholder Majority have not sold the Sellers' Shares to the Proposed Buyer within 60 Business Days of serving the Drag Along Notice. The Shareholder Majority may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 25.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article.
- 25.5 Completion of the sale of the Called Shares shall take place on the Completion Date. **Completion Date** means the date proposed for completion of the sale of the Sellers' Shares as specified in the Drag Along Notice unless all of the Called Shareholders and the Shareholder Majority agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Shareholder Majority.
- 25.6 Within 10 Business Days of the Shareholder Majority serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the company. On the Completion Date, the company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due for their Shares to the extent that the Proposed Buyer has put the company in the requisite funds. The company's receipt for the price shall be a

good discharge to the Proposed Buyer. The company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

- 25.7 To the extent that the Proposed Buyer has not, on the Completion Date, put the company in funds to pay the consideration due, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this article in respect of their Shares.
- 25.8 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute transfers in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the company (on trust for such holder) of the consideration payable for the Called Shares, to deliver such transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article.

#### **Decision making by Shareholders**

##### **26. POLL VOTES**

- 26.1 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.
- 26.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

##### **27. PROXIES**

- 27.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "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".
- 27.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and 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" as a new paragraph at the end of that article.

## **Administrative arrangements**

### **28. MEANS OF COMMUNICATION TO BE USED**

28.1 Subject to article 28.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

28.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or

28.1.2 if sent by fax, at the time of transmission; or

28.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or

28.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or

28.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or

28.1.6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or

28.1.7 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; and

28.1.8 if deemed receipt under the previous paragraphs of this article 28.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

28.2 To prove service, it is sufficient to prove that:

28.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or

28.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or

28.2.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or

28.2.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

## 29. **INDEMNITY**

29.1 Subject to article 29.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

29.1.1 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:

29.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

29.1.1.2 in relation to the company's (or any associated company's) activities 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 company's (or any associated company's) affairs; and

29.1.2 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 29.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

29.2 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.

29.3 In this article:

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

- 29.3.2 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), 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).

## **30. INSURANCE**

- 30.1 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.

### **30.2 In this article:**

- 30.2.1 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any 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);
- 30.2.2 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
- 30.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.