

**Company No.: 11296080**

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY SHARES**

**NEW ARTICLES OF ASSOCIATION**

**of**

**PEPTONE LTD**

**(Adopted by a special resolution passed on 3 August 2023)**

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**1. Introduction**

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended and/or superseded prior to the date of adoption of these Articles (the "**Model Articles**") shall apply to the Company, save insofar as they are expressly or implicitly varied or excluded by, or are inconsistent with, these Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these Articles:
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
  - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
  - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
  - (d) reference to "**issued Shares**" of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise;
  - (e) reference to the "**holders**" of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise; and
  - (f) references to a "**conversion**" of Shares from one class to another means:
    - i. if the Shares will convert on a one-for-one basis and the nominal value of the shares both before and after the conversion is the same, a redesignation; and
    - ii. in all other cases, such corporate action(s) (including a subdivision and/or consolidation) as required by the Board to achieve such conversion.
- 1.4 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having similar effect of an Investor Director under these Articles, if at any time an Investor Director has not been appointed or an Investor Director declares in writing to the Board that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, such action or matter shall require the consent of the Investor who appointed (or is entitled to appoint) such Investor Director shall instead be entitled to give such consent and the threshold to meet such Board Level Consent shall be interpreted accordingly.
- 1.5 Where any provision of these Articles is qualified or phrased by reference to "**material**" or "**materially**", such reference shall, unless specified to the contrary, be construed as a reference to materiality in the context of the Group's business taken as a whole and as set

out and envisaged by the Business Plan (as defined in the SSA).

- 1.6 Where there is a reference to number of Series A Shares, Preferred Shares or Shares under these Articles, this reference shall be treated, where appropriate in the context, on an As Converted Basis.

## 2. Definitions

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

**"Accepting Shareholder"** has the meaning set out in Article 20.5;

**"Act"** means the Companies Act 2006 (as amended and/or superseded from time to time);

**"Acting in Concert"** has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended and/or superseded from time to time);

**"Actions"** shall have the meaning set out in Article 6.4;

**"Affiliate"** means, with respect to any Person, any other Person who directly or indirectly, controls, is controlled by, or is under common control with such Investor, including, without limitation, any general partner, limited partner, member, managing member, manager, officer, employee or director or trustee of such person, or any trust for the benefit of any of the foregoing or any Affiliate of the foregoing or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners or managing members or investment advisers of, or shares the same management or advisory company or investment adviser with, such Person. For purposes of this definition, the terms **"control"**, **"controlling"**, **"controlled by"** and **"under common control with,"** as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by agreement, as trustee or executor or otherwise;

**"Allocation Notice"** shall have the meaning set out in Article 17.8(b);

**"Anti-Dilution Shares"** shall have the meaning set out in Article 10.1;

**"Applicant"** shall have the meaning set out in Article 17.8(b);

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

**"As Converted Basis"** means the rights of a holder of Preferred Shares shall be deemed to enjoy had the holder converted their Preferred Shares (as relevant) into Ordinary Shares in accordance with these Articles;

**"Asset Sale"** means the disposal (in one transaction or a series of related transactions) by the Company of all or substantially all of its undertakings and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence over all or substantially all of the commercially valuable intellectual property of the Company not entered into in the ordinary course of business);

**"Associate"** in relation to any person means:

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 (whether or not an associate is so determined);

- (b) any Member of the same Group; and
- (c) any Member of the same Fund Group;

**"Auditors"** means the auditors of the Company from time to time or, if the Company does not have auditors, its accountants from time to time;

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

**"B Ordinary Shareholders"** means the holders of B Ordinary Shares from time to time;

**"B Ordinary Shares"** means the B ordinary shares of £0.0001 each in the capital of the Company from time to time;

**"Bad Leaver"** means the Founder where he becomes a Leaver by reason of or as a consequence of the termination of his Service Agreement or his resignation or dismissal as a Service Provider, in circumstances where he:

- (a) at any time during the Relevant Period:
  - a. commits gross misconduct materially adversely affecting the business of the Company;
  - b. commits any act(s) or omission(s) which would entitle the Company to terminate his Service Agreement 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;
  - c. commits any material breach of the terms of any Restrictive Covenant;
  - d. is convicted of any indictable criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
  - e. is convicted of any dishonesty (other than fraud) which, in the reasonable opinion of an Investor Majority, brings or is likely to bring the Company into material disrepute; or
- (b) is convicted of any fraud which, in the reasonable opinion of an Investor Majority, brings or is likely to bring the Company into material disrepute;

provided that the Board Level Consent may resolve that a Bad Leaver shall be treated as a Good Leaver in respect of some or all of his Founder Shares;

**"Bessemer"** means Bessemer Venture Partners XI LP and Bessemer Venture Partners XI Institutional L.P. together with their Permitted Transferees to whom either has transferred Shares;

**"Bessemer Director"** means the Director nominated by Bessemer pursuant to Article 29.1(c);

**"Board"** means the board of Directors and any committee of the board as constituted from time to time;

**"Board Level Consent"** means the prior approval of the Board, including at least a majority of the Investor Directors given either:

- (a) at a meeting of the Board, in which consent, if and when given, should be minuted; or
- (b) in writing;

**"Bonus Issue" or "Reorganisation"** means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the Preferred Shareholders) or any consolidation or sub-division or redenomination or any repurchase or redemption of shares (other than the Preferred Shares) or any variation in the subscription price or conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in Article 14.8;

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

**"Called Shareholders"** has the meaning set out in Article 22.1;

**"Called Shares"** has the meaning set out in Article 22.2(a);

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

**"Commencement Date"** means 17 November 2020;

**"Company"** means Peptone Ltd (Company No.: 11296080);

**"Conditions"** has the meaning set out in Article 9.1;

**"Connected"** means has the meaning given in section 252 of the Act;

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

**"Conversion Date"** has the meaning set out in Article 9.1;

**"Conversion Ratio"** has the meaning set out in Article 9.5;

**"CTA 2010"** means the Corporation Tax Act 2010;

**"Deferred Conversion Date"** means the date that any Founder Shares convert into Deferred Shares pursuant to Article 11;

**"Deferred Shares"** means deferred shares of £0.0001 each in the capital of the Company from time to time;

**"Director(s)"** means a director or directors of the Company from time to time;

**"Drag Along Notice"** has the meaning set out in Article 22.2;

**"Drag Along Right"** has the meaning set out in Article 22.1;

**"Drag Completion Date"** has the meaning set out in Article 22.7;

**"Drag Consideration"** has the meaning set out in Article 22.4;

**"Drag Documents"** has the meaning set out in Article 22.7;

**"Drag Purchaser"** has the meaning set out in Article 22.1;

**"Effective Termination Date"** means the date on which the Service Provider's employment or consultancy with any Group Company terminates;

**"electronic address"** has the same meaning as in section 333 of the Act;

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

**"Eligible Director"** means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Board;

**"Encumbrance"** means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

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

**"Equity Shares"** means the Shares other than the Deferred Shares;

**"Excluded Director"** means, when used in the context of a resolution and/or determination of the Board (for the avoidance of doubt, including, without limitation, any Board Level Consent):

- (a) in respect of Article 6.4, the vote of the Director nominated by the defaulting Shareholder or any other Shareholder with whom such Shareholder is Connected;
- (b) in all other cases where there is a transfer of Shares, the vote of the Director nominated by the Shareholder who is intending to effect the transfer or any other Shareholder with whom such Shareholder is Connected; and
- (c) where Article 11 applies, the vote of the Founder;

**"Exercising Investor"** means any Investor who exercises its rights to acquire Anti-Dilution Shares in accordance with Article 10.1;

**"Exit"** means a Share Sale, an Asset Sale or an IPO;

**"Expert Valuer"** is as determined in accordance with Article 18.1(a);

**"F-Prime"** means F-Prime Capital Partners Life Sciences VII LP together with its Permitted Transferees to whom it has transferred Shares;

**"F-Prime Director"** means the Director nominated by F-Prime pursuant to Article 29.1(d);

**"Fair Value"** is as determined in accordance with Article 18;

**"Family Trusts"** means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other

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

**"Financial Year"** has the meaning set out in section 390 of the Act;

**"First Completion Date"** has the meaning set out in the SSA;

**"Founder"** means Kamil Tamiola;

**"Founder Shares"** means all Shares held by (i) the Founder; and (ii) any Permitted Transferee of the Founder to whom he has transferred Shares, other than those Shares held by those persons that the Board Level Consent declares itself satisfied were not acquired directly or indirectly from the Founder or by reason of that person's relationship with the Founder;

**"Fractional Holders"** has the meaning set out in Article 9.9;

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

**"Good Leaver"** means the Founder where he becomes a Leaver during the Relevant Period in circumstances where he is not a Bad Leaver;

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

**"hard copy form"** has the same meaning as in section 1168 of the Act;

**"Holding Company Reorganisation"** means any transaction involving the issue of shares in the capital of a New Holding Company to the Shareholders, the object or intent of which is to interpose the New Holding Company as the sole owner of the Company such that immediately subsequent to such transaction:

- (a) the number and class of shares comprised in the issued share capital of the New Holding Company, the identity of the shareholders of the New Holding Company, and the number and class of shares held by each such person is the same as the issued share capital of the Company and the identity of Shareholders and the number and class of Shares held by each such person immediately prior to such transaction (save for the fact that such shares are issued by a different company);
- (b) the rights attaching to each class of share comprised in the New Holding Company are the same as those rights attaching to the like class of share comprised in the share capital of the Company immediately prior to such transaction (save for the fact that such shares are issued by a different company and/or in a different jurisdiction with attendant differences in company law); and
- (c) the constitutional documents of the New Holding Company are the same in substantive effect as the articles of association of the Company immediately prior to such acquisition (save for the fact that they apply in respect of a different company, and as to matters and modifications to reflect that the New Holding Company may be incorporated in a jurisdiction other than England and Wales);



**"Hoxton"** means Hoxton Ventures II, L.P., acting by its manager, Hoxton Ventures LLP and/or any Permitted Transferee(s) to whom it has transferred Shares;

**"Hoxton Director"** means the Director nominated by Hoxton pursuant to Article 29.1(b);

**"Institutional Investor"** means a fund, partnership, body corporate, trust or other person or entity whose principal business is to make investments or a person whose business is to make, manage or advise upon investments for any of the foregoing;

**"Investor Director"** means each of the Bessemer Director, the F-Prime Director and the Hoxton Director;

**"Investor Majority"** means the holders of more than fifty per cent. (50%) of the Preferred Shares (by number, as if constituting one and the same class);

**"Investor Majority Consent"** means the prior written consent of an Investor Majority;

**"Investors"** has the meaning set out in the SSA;

**"IPO"** means the admission of (or in the case of admission to NASDAQ, the closing of an initial public offering of) all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ, the New York Stock Exchange or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) and whether effected by way of an offer for sale, a new issue of shares, an introduction or placing or otherwise and "IPO" shall include any SPAC Transaction;

**"Issue Price"** means:

- (a) in relation to the Series A-1 Shares redesignated from Ordinary Shares on or about 3 August 2023, £92.25 per Series A-1 Share;
- (b) in relation to all other Series A-1 Shares, £108.53 per Series A-1 Share;
- (c) in relation to the Series A-2 Shares, £147.02 per Series A-2 Share; and
- (d) in relation to the Seed Preferred Shares, £26.23 per Seed Preferred Share,

provided always that the Issue Price of any Anti-Dilution Shares shall be the nominal value;

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

**"Leaver"** means a Service Provider who ceases to be a Service Provider (and does not otherwise continue to be a Service Provider);

**"Leaver's Percentage"** means, in relation to and for the purposes of determining the number of Founder Shares that are required (pursuant to Article 11.2) to be converted into Deferred Shares or to be transferred (as applicable) as a result of the Founder becoming a Good Leaver during the Relevant Period, the percentage (rounded to the nearest two decimal places) as calculated using the formula below:

$$75 - ((1/48 \times 75) \times NM),$$

where NM = number of full calendar months from the Commencement Date to the Effective Termination Date such that the Leaver's Percentage shall be zero on the first day of the 49<sup>th</sup> month after the Commencement Date and thereafter;

**"Major Investor Majority"** means a simple majority in number of the Major Investors;

**"Major Investor Majority Consent"** means the prior written consent of a Major Investor Majority;

**"Major Investors"** means each of Bessemer, F-Prime, Hoxton, Walden and Novartis provided that any such Investor shall cease to be a Major Investor (other than for the purposes of Article 23.5) if: (a) such Investor is a Defaulting Subscriber (as defined in the SSA); or (b) such Investor (together with any Permitted Transferee(s) to whom it has transferred Shares) ceases to hold at least two and half per cent (2.5%) of the issued Equity Shares from time to time;

**"Majority Selling Shareholder"** has the meaning set out in Article 22.1;

**"Member of the same Fund Group"** means if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager or an entity controlled by a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an **"Investment Fund"**) or is a nominee of an Investment Fund:

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

**"Member of the same Group"** means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;

**"MH"** means Matthew Heberling;

**"NASDAQ"** means the NASDAQ Stock Market of the NASDAQ OMX Group Inc.;

**"New Holding Company"** means a holding company of the Company newly incorporated in any jurisdiction (including, without limitation, in the United States of America under Delaware law) which has no previous trading history and has resulted from a Holding Company Reorganisation;

**"New Reorganisation Shareholder"** has the meaning given in Article 23.4;

**"New Securities"** means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the First Completion Date (other than shares or securities issued as a result of the events set out in Article 14.8);

**"Novartis"** means Novartis Pharma AG;

**"Offer Period"** has the meaning set out in Article 17.7(a);

**"Ordinary Directors"** means the Directors nominated by a Participating Ordinary Majority pursuant to Article 29.1(a);

**"Ordinary Shareholders"** means the holders from time to time of the Ordinary Shares (but excludes the Company holding any Treasury Shares);

**"Ordinary Shares"** means the ordinary shares of £0.0001 each in the capital of the Company from time to time;

**"Original Shareholder"** has the meaning set out in Article 16.1;

**"Participating Ordinary Majority"** means the holders of more than fifty per cent. (50%) of the Ordinary Shares held by those Ordinary Shareholders who are and continue to be full time Service Providers (disregarding any Shareholder who is a Service Provider only by reason of being a Director);

**"Participating Ordinary Majority Consent"** means the prior written consent of a Participating Ordinary Majority;

**"Permitted Transfer"** means a transfer of Shares in accordance with Article 16;

**"Permitted Transferee"** means:

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies;
- (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act), any Member of the same Group;
- (c) in relation to a Shareholder which is an Investment Fund or a nominee of such Investment Fund, any Member of the same Fund Group or any Member of the same Group; and
- (d) in relation to an Investor:
  - (i) any Member of the same Group;
  - (ii) any Member of the same Fund Group;
  - (iii) any bare nominee of that Investor; or
  - (iv) any Affiliate of that Investor;

**"Person"** means any individual, corporation, partnership, trust, limited liability company, association or other entity;

**"Preference Amount"** means a price per share equal to the Issue Price together with a sum equal to any Arrears;

**"Preferred Shareholders"** means of the holders of the Preferred Shares;

**"Preferred Shares"** means the Series A Shares and the Seed Preferred Shares;

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

**"Proceeds of Sale"** means the consideration payable (including, without limitation, any deferred and/or contingent consideration) and any other consideration, which, having regard to the substance of the transaction as a whole, can be reasonably regarded as part of the price paid or payable for the Shares being sold (in each case only when such amount becomes payable) whether in cash or otherwise to, in the case of a Share Sale, those Shareholders selling Shares under a Share Sale and, in the case of an Asset Sale, the Company by way of consideration from the relevant purchaser pursuant to the terms of the

Asset Sale, in each case less any fees, costs and expenses payable in respect of such Share Sale (as such fees, costs and expenses are approved by an Investor Majority);

**"Proposed Exit"** has the meaning set out in Article 6.4;

**"Proposed Purchaser"** means a proposed purchaser of Shares who at the relevant time has made an offer on arm's length terms;

**"Proposed Reorganisation"** has the meaning given in Article 23.1;

**"Proposed Sale Date"** has the meaning set out in Article 20.3;

**"Proposed Sale Notice"** has the meaning set out in Article 20.3;

**"Proposed Seller"** means any person proposing to transfer any shares in the capital of the Company;

**"Proposed Transfer"** has the meaning set out in Article 20.1;

**"Pro Rata Allocation"** has the meaning given in Article 14.2;

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

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

**"Relevant Interest"** has the meaning set out in Article 32.5;

**"Relevant Period"** means forty-eight (48) months from the Commencement Date;

**"Reorganisation Actions"** has the meaning given in Article 23.1;

**"Restricted Member"** has the meaning set out in Articles 7.8 and 7.9;

**"Restricted Shares"** has the meaning set out in Article 7.10;

**"Restrictive Covenant"** means, in respect of the Founder, any obligations in respect of confidentiality, protection of intellectual property, non-solicitation, non-dealing, non-poaching and/or non-competition given in favour of any Group Company, under his Service Agreement or the SSA or any other agreement with any Group Company;

**"Sale Shares"** has the meaning set out in Article 17.2(a);

**"Second Completion Date"** has the meaning given to it in the SSA;

**"Seed Majority"** means the holders of more than fifty per cent. (50%) of the Seed Preferred Shares from time to time;

**"Seed Preferred Shares"** means the Seed Preferred shares of £0.0001 each in the capital of the Company from time to time;

**"Seller"** has the meaning set out in Article 17.2;

**"Selling Shareholder"** has the meaning set out in Article 21.1;

**"Separately Priced Subset"** has the meaning set out in Article 10.2;

**"Series A Majority"** means the holders of more than fifty per cent. (50%) of the Series A Shares;

**"Series A Majority Consent"** means the prior written consent of a Series A Majority;

**"Series A Shares"** means the Series A-1 Shares and the Series A-2 Shares;

**"Series A-1 Shares"** means the series A-1 shares of £0.0001 each in the capital of the Company from time to time;

**"Series A-2 Shares"** means the series A-2 shares of £0.0001 each in the capital of the Company from time to time;

**"Service Agreement"** has the meaning given in the SSA;

**"Service Provider"** means an individual who is employed or appointed by or who provides consultancy or advisory services to any Group Company (in each case either as a result of being engaged directly by any Group Company to provide services himself or engaged as an indirect consultant or service provider via a service company);

**"Share Option Plan(s)"** means any share option plan adopted by the Company from time to time, the terms of which have been approved by the Major Investors;

**"Share Sale"** means the sale or a merger or consolidation of (or the grant of a right to acquire or to dispose of (regardless of whether such right or obligation is contingent and/or optional)) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result (or will result upon exercise of such right) in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except: (a) where following completion of the sale (or merger or consolidation) the Shareholders and the proportion of Shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale (or merger or consolidation); and (b) in connection with a SPAC Transaction;

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

**"Shares"** means shares in the capital of the Company from time to time;

**"SPAC Transaction"** means the completion of any merger, consolidation, reorganization, recapitalization, capital share exchange, shares sale, asset sale or other similar transaction or business combination (or series of related transactions or related business combinations), in each such case, between (a) the Shareholders, the Company or any of its subsidiaries and (b) a newly incorporated blank check company that is a special purpose acquisition company formed solely for the purpose of effecting any of the foregoing transactions (a "SPAC") in which the ordinary shares or common stock (or similar securities) of such SPAC or other surviving parent company are publicly traded on NASDAQ, the New York Stock Exchange, or another exchange or marketplace approved by the Board, pursuant to an effective registration statement under the Securities Act and in connection with which the Shareholders immediately prior to the closing of such transaction or combination (or series thereof) hold or have the right, by virtue of their shareholdings in the Company, to acquire or to be issued, at or immediately following the closing of such transaction or series of related transactions, such common stock (or similar securities) of the SPAC or other such surviving parent company;

**"SSA"** means the subscription and shareholders' agreement dated 1 April 2022 between, amongst others, the Company and the Investors as amended, restated, supplemented or otherwise modified from time to time;

**"Starting Price"** means:

(a) in respect of the Series A-1 Shares redesignated from Ordinary Shares on or about

3 August 2023, £92.25 per Series A-1 Share;

(b) in respect of all other Series A-1 Shares, £108.53 per Series A-1 Share; and

(c) in respect of the Series A-2 Shares, £147.02 per Series A-2 Share,

in each case, if applicable, as adjusted as referred to in Article 10.4;

**"Subscription Period"** shall have the meaning set out in Article 14.2(a);

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

**"Surplus Assets"** means the surplus assets of the Company remaining after payment of its liabilities;

**"Transfer Notice"** shall have the meaning set out in Article 17.2;

**"Transfer Price"** shall have the meaning set out in Article 17.3;

**"Treasury Shares"** means Shares held by the Company (a) as treasury shares from time to time within the meaning set out in section 724(5) of the Act and (b) following such Shares being gifted to the Company;

**"Trustees"** in relation to a Shareholder means the trustee or the trustees of a Family Trust;

**"Unvested Shares"** means those Founder Shares which may be required to be converted into Deferred Shares or to be transferred under Article 11.2;

**"Walden"** means Walden Catalyst Ventures, L.P. together with its Permitted Transferees to whom it has transferred Shares; and

**"Waiving Major Investor"** has the meaning given in Article 14.7.

### 3. Share capital

- 3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the First Completion Date and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 Except as otherwise provided in these Articles, the Series A-2 Shares, the Series A-1 Shares, the Seed Preferred Shares, the B Ordinary Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
- 3.3 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from article 22(2) of the Model Articles.
- 3.4 Subject to Investor Majority Consent and the Act, the Company may purchase its own Shares out of capital to the extent permitted by section 692(1ZA) of the Act.
- 3.5 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and".
- 3.6 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".

- 3.7 The Company shall not exercise any right in respect of any Treasury Shares.
- 3.8 The Company shall be entitled to retain any share certificate(s) relating to any Unvested Shares.
- 3.9 The Company shall have a first and paramount lien on every Share not fully paid for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable.

#### **4. Dividends**

- 4.1 In respect of any Financial Year, the Company's Available Profits (if the Board (acting with Investor Majority Consent) determines they should be distributed) will be applied as set out in this Article 4.
- 4.2 Subject to the Act and these Articles, the Board may, provided Investor Majority Consent is given to the same, pay annual or interim dividends if justified by the Available Profits in respect of the relevant period.
- 4.3 Any Available Profits which the Board may determine (with Investor Majority Consent) to distribute in respect of any Financial Year will be distributed among the holders of Equity Shares in the following order of priority:
- (a) first to the holders of Series A Shares, up to an amount equal to six per cent. (6%) of the Issue Price per Series A Shares; and
  - (b) then to the holders of Equity Shares (pari passu as if the Equity Shares constituted one class of shares) pro rata to their respective holdings of Equity Shares.
- 4.4 Any dividend accrual shall be determined on a daily basis assuming a 365-day year. All dividends shall be expressed net and shall be paid in cash.
- 4.5 If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 4.6 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 4.7 Article 31(1) of the Model Articles shall be amended by:
- (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) of the Model Articles with the words "in writing"; and
  - (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) of the Model Articles with the words "in writing".
- 4.8 Notwithstanding the right of the Company to distribute Available Profits to Shareholders in accordance with this Article 4, any distribution of Available Profits to Shareholders as result of an Asset Sale, on a liquidation or a return of capital shall be distributed in accordance with the provisions of Articles 5 and 6 and not this Article 4.

#### **5. Liquidation preference**

- 5.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the Surplus Assets shall be applied (to the extent that the Company is lawfully permitted to do so) as follows:
- (a) first in paying to each of the Preferred Shareholders, in priority to all other classes of Shares, an amount per Preferred Share equal to the greater of:
    - (i) the Preference Amount in respect of each such Preferred Share held by them, provided that if there are insufficient Surplus Assets to pay to each Preferred Shareholder an amount per Preferred Share which is equal to the Preference Amount in respect of each such Preferred Share, the remaining Surplus Assets shall be distributed to the Preferred Shareholders pro rata to their respective aggregate entitlements under this Article 5.1(a)(i); and
    - (ii) such amount as it would have received in respect of each such Preferred Share if the Surplus Assets were distributed pro rata among the holders of the Equity Shares as if the Equity Shares constituted one and the same class;
  - (b) second in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); and
  - (c) the balance of the Surplus Assets (if any) shall be distributed among the Ordinary Shareholders and the B Ordinary Shareholders pro rata to the number of B Ordinary Shares and Ordinary Shares (as applicable) held by them.

## 6. Exit provisions

- 6.1 On a Share Sale, the Proceeds of Sale shall be distributed in the order of priority set out in Article 5 and the Board shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale, provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:
- (a) the Board shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in Article 5; and
  - (b) the Shareholders shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5.
- 6.2 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise (including, without limitation, any Proceeds of Sale held back or held in escrow)), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 5.
- 6.3 On an Asset Sale, the Surplus Assets shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 5 provided always that if it is not lawful for the Company to distribute its Surplus Assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by an Investor Majority (including, but without prejudice to the generality of this Article 6.3, actions that may be necessary to put the Company into voluntary liquidation) so that Article 5 applies.
- 6.4 In the event of an Exit approved by the Board with Investor Majority Consent in accordance with the terms of these Articles (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable pre-emption or similar rights in



connection with the Proposed Exit and take any other actions as are required by the Board to facilitate the Proposed Exit (the "**Actions**"). If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Actions as are necessary to effect the Proposed Exit and the Board (disregarding any Excluded Director(s)) may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders, provided always that: (a) no defaulting Shareholder is required to agree to any terms except those that a Called Shareholder would be required to agree to in accordance with Article 22; and (b) the Proceeds of Sale being distributed to Shareholders in accordance with Article 5 and this Article 6.

## **7. Votes in general meeting and written resolutions**

- 7.1 The Series A-2 Shares shall confer on each holder of Series A-2 Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2 The Series A-1 Shares shall confer on each holder of Series A-1 Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.3 The Seed Preferred Shares shall confer on each holder of Seed Preferred Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.4 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.5 The B Ordinary Shares and the Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.
- 7.6 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.
- 7.7 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- (a) at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
  - (b) on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that share have been paid.

### *Suspension of voting rights*

- 7.8 All voting rights attached to Founder Shares held by the Founder or by any of his Permitted Transferees (the "**Restricted Member**"), if any, shall at the time he becomes a Leaver be suspended unless the Board and the Investor Majority notify him otherwise.
- 7.9 All voting rights attached to Equity Shares held by MH or by any of his Permitted Transferees (the "**Restricted Member**"), if any, shall be suspended unless the Board and the Investor Majority notify him otherwise.
- 7.10 Any Shares whose voting rights are suspended pursuant to Articles 7.8 and 7.9 (the

"**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Articles 7.8 and 7.9 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares as permitted under these Articles (other than a transfer which is a Permitted Transfer) all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored.

## **8. Consolidation of Shares**

- 8.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 8.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

## **9. Conversion of Preferred Shares and B Ordinary Shares**

- 9.1 Any holder of Preferred Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of some or all of the fully paid Preferred Shares held by them at any time and those Preferred Shares specified in such notice shall convert automatically (without any requirement for any shareholder or class authority, consent or resolution) on the date stated in such notice (the "**Conversion Date**"), provided that the holder may in such notice, state that conversion of its Preferred Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**").
- 9.2 Subject always to Article 9.3, and without prejudice to Article 9.1, all of:
- (a) the fully paid B Ordinary Shares shall automatically convert (without any requirement for any shareholder or class authority, consent or resolution) into Ordinary Shares on the date of a written notice given by an Investor Majority and a Participating Ordinary Majority (which date shall be treated as the Conversion Date);
  - (b) the fully paid Preferred Shares shall convert into Ordinary Shares on the date of a written notice given by an Investor Majority (which date shall be treated as the Conversion Date) without any requirement for any shareholder or class authority, consent or resolution; and
  - (c) the fully paid Preferred Shares and the fully paid B Ordinary Shares shall automatically convert (without any requirement for any shareholder or class authority, consent or resolution) into Ordinary Shares immediately upon the occurrence of an IPO.
- 9.3 In the case of:
- (a) Article 9.1, not more than five (5) Business Days after the Conversion Date; or
  - (b) in the case of Article 9.2, at least five (5) Business Days prior to the occurrence of the IPO,

each relevant holder of the relevant Preferred Shares or B Ordinary Shares (as applicable) shall deliver the share certificate (or an indemnity for lost share certificate in a form acceptable to the Board) in respect of the Preferred Shares or B Ordinary Shares (as applicable) being converted to the Company at its registered office for the time being.

- 9.4 Where conversion is mandatory on the occurrence of an IPO, that conversion will be effective only immediately prior to and conditional upon such an IPO (and "**ConversionDate**" shall be construed accordingly) and, if such an IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 9.1, if the Conditions have not been satisfied or waived by the relevant Shareholder by the Conversion Date such conversion shall be deemed not to have occurred.
- 9.5 On the Conversion Date, the relevant Preferred Shares and B Ordinary Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis (subject to adjustment under these Articles) of one Ordinary Share for each Preferred Share held (the "**Conversion Ratio**"), rounded down to the nearest whole number, and the Ordinary Shares resulting from that conversion shall in all other respects rank *pari passu* with the existing issued Ordinary Shares.
- 9.6 The Company shall on the Conversion Date enter the holder of the converted Preferred Shares and/or B Ordinary Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its share certificate(s) (or an indemnity for lost share certificate in a form acceptable to the Board) in respect of the Preferred Shares and/or B Ordinary Shares in accordance with this Article, the Company shall within ten (10) Business Days of the Conversion Date forward to such Preferred Shareholder(s) and/or B Ordinary Shareholder(s) by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares (or in the case of an IPO, such other arrangement as has been agreed with the Company's registrar).
- 9.7 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Board shall, if it has sufficient Available Profits, declare and pay a dividend equal to all Arrears and accruals of dividends in relation to those Preferred Shares to be calculated on a daily basis down to and including the day immediately preceding the Conversion Date, which payment may be waived by an Investor Majority. If the Company has insufficient Available Profits to pay all such Arrears in full, then it will pay the same to the extent that it is lawfully able to do so and any Arrears that remain outstanding shall continue to be at debt due from and immediately payable by the Company.
- 9.8 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article 9, if Preferred Shares and/or B Ordinary Shares remain capable of being converted into new Ordinary Shares and there is a Bonus Issue or Reorganisation, the Conversion Ratio shall be adjusted by an amount which, in the reasonable opinion of the Board Level Consent, is fair and reasonable, to maintain the right to convert so as to ensure that each holder of Preferred Shares and/or B Ordinary Shares is in no better or worse position (with respect to each Preferred Share and/or B Ordinary Share held by them) as a result of such Bonus Issue and/or Reorganisation, such adjustment to become effective immediately after such Bonus Issue or Reorganisation.
- 9.9 If any holder of Preferred Shares and/or B Ordinary Shares becomes entitled to fractions of an Ordinary Share as a result of conversion (the "**Fractional Holders**"), the Board may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Board may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.

- 9.10 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 9.8, or if so requested by an Investor Majority, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.

## 10. Anti-Dilution Protection

- 10.1 If New Securities are issued by the Company at a price per New Security which equates to less than the Starting Price of any Separately Priced Subset (as defined below) (a "**Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that, in the case of the Series A Shares, the Series A Majority and, in the case of the Seed Preferred Shares, the Seed Majority has specifically waived the rights of all holders of Seed Preferred Shares in each relevant Separately Priced Subset, issue to each holder of the relevant class of Preferred Shares within a Separately Priced Subset (each an "**Exercising Investor**") a number of new Preferred Shares of the same class as held by them within the relevant Separately Priced Subset, determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment as certified in accordance with Article 10.3(b) (the "**Anti-Dilution Shares**"):

$$N = \left( \left( \frac{SIP}{WA} \right) \times Z \right) - Z$$

Where:

- N = the number of Anti-Dilution Shares to be issued to the Exercising Investor
- $$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)}$$
- WA =
- SIP = the Starting Price of the relevant Separately Priced Subset (as defined below)
- ESC = the number of Equity Shares in issue plus the aggregate number of Equity Shares in respect of which options to subscribe have been granted, or which are subject to convertible securities (including but not limited to warrants) (and where the number of shares subject to convertible securities is not then determinable, the number of shares to be used shall be the number of shares which the Board Level Consent determines is the best estimate of the number of shares into which the convertible securities will ultimately convert) in each case immediately prior to the Qualifying Issue
- QISP = the lowest per share price of the New Securities issued pursuant to the Qualifying Issue (which in the event that that New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non-cash consideration for the allotment of the New Security)
- NS = the number of New Securities issued pursuant to the Qualifying Issue
- Z = the number and relevant class of Equity Shares in the relevant Separately Priced Subset (as defined below) held by the Exercising Investor prior to the Qualifying Issue

- 10.2 The calculations in Article 10.1 shall be applied separately in respect of the Series A-1 Shares, the Series A-2 Shares and the Seed Preferred Shares (each a "**Separately Priced Subset**")

and utilising the Starting Price for each such Separately Priced Subset. No account shall be taken in each such calculation of any issue of Anti-Dilution Shares in respect of any other Separately Priced Subset in respect of the same Qualifying Issue (but such Anti-Dilution Shares shall be taken into account and subsist in the value of "ESC" in respect of any application of Article 10.1 on any subsequent Qualifying Issue).

10.3 The Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful, or the Exercising Investors holding a majority (in number) of the Preferred Shares in each relevant Separately Priced Subset shall agree otherwise, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance by Board Level Consent) and the entitlement of such Exercising Investors to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 10.1 so that the Exercising Investors shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 10.1 or this Article 10.3, the matter shall be referred (at the cost of the Company) to the Auditors (acting as experts and not as arbitrators) for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 10.3(a) (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects with the existing classes of Preferred Shares in the relevant Separately Priced Subset, within five (5) Business Days of the expiry of the offer being made by the Company to the Exercising Investor and pursuant to Article 10.3(a).

10.4 In the event of any Bonus Issue or Reorganisation, the Starting Price of each class of Preferred Shares within the relevant Separately Priced Subset shall also be subject to adjustment on such basis as may be agreed by the Company with, in the case of the Seed Preferred Shares, the Seed Majority and, in the case of the Series A Shares, the Series A Majority, in each case within ten (10) Business Days after any Bonus Issue or Reorganisation. If the Company and the Seed Majority and/or the Series A Majority (as applicable) cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

10.5 In the event of any issue of Anti-Dilution Shares, the Starting Price of the relevant class of Preferred Shares held by each Exercising Investor within the relevant Separately Priced Subset shall be adjusted on such basis as may be agreed by the Company and the holders of a majority (in number) of each relevant class of Preferred Shares within the relevant Separately Priced Subset, for the avoidance of doubt, in the case of the Seed Preferred Shares, being the Seed Majority and, in the case of the Series A Shares, being the Series A Majority, within ten (10) Business Days after that issue, so as to ensure that (i) the aggregate Starting Price (as applicable) of the relevant class of Preferred Shares within the relevant Separately Priced Subset held by the Exercising Investor immediately before that issue of Anti-Dilution Shares is equal to (ii) the aggregate Starting Price of the relevant class of Preferred Shares within the relevant Separately Priced Subset immediately following that issue plus any par amount which has been paid for such Anti-Dilution Shares. If the Company and the holders of a majority (in number) of the relevant class of Preferred Shares within the relevant Separately Priced Subset, the Seed Majority and/or the Series A Majority (as the case may be) cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders. The costs of the Auditors shall be borne by the Company.

10.6 For the purposes of this Article 10, any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

## **11. Departing Founder**

### *Bad Leaver*

- 11.1 Subject to Article 11.4 and unless a Board Level Consent determines that this Article 11.1 shall not apply, if the Founder ceases to be a Service Provider by reason of being a Bad Leaver (x) at any time during the Relevant Period where the Founder is a Bad Leaver within the meaning of limb (a) of the definition of "Bad Leaver" or (y) at any time where the Founder is a Bad Leaver within the meaning of limb (b) of the definition of "Bad Leaver", all of his Founder Shares shall be automatically converted into Deferred Shares (on the basis of one Deferred Share for each Founder Share, and without any requirement for any shareholder or class authority, consent or resolution) held on the Effective Termination Date.

### *Vesting provisions – Deferred Shares*

- 11.2 Subject to Article 11.4 and unless a Board Level Consent determines that this Article 11.2 shall not apply, if the Founder ceases to be a Service Provider by reason of being a Good Leaver, the Leaver's Percentage of his Founder Shares shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Founder Share, and without any requirement for any shareholder or class authority, consent or resolution) on the Effective Termination Date.
- 11.3 Upon any conversion of Founder Shares into Deferred Shares pursuant to Article 11.1 or Article 11.2, the Company shall be entitled to enter the Founder on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Founder (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the share certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Unvested Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Ordinary Shares (if applicable).

### *Deemed Transfer Notice*

- 11.4 The Board Level Consent (excluding any Excluded Directors), shall be entitled to determine that, in the alternative to Articles 11.1 or 11.2, if the Founder becomes a Leaver within the time periods stipulated in Articles 11.1 or 11.2 (as applicable), a Transfer Notice shall be deemed to be given in respect of all of the Founder Shares which were to convert into Deferred Shares under Article 11.1 or Article 11.2 (as applicable) on the Effective Termination Date.
- 11.5 In the event that a Transfer Notice is deemed to have been given in accordance with Article 11.4, the Transfer Price shall be the lower of Fair Value and the nominal value of the Founder Shares held by him.
- 11.6 For the purposes of this Article 11, "Fair Value" shall be as agreed by the Board Level Consent (excluding any Excluded Directors) and the Founder, or failing agreement within five (5) Business Days of seeking to agree such price, shall be as determined in accordance with Article 18.
- 11.7 For the purposes of a transfer made in accordance with Article 11.4 and/or Article 11.5 the priority rights shall be such that the Founder Shares are offered in the following order of priority:
- (a) to any person(s) approved by the Board Level Consent; and/or
  - (b) to the Company (subject always to the provisions of the Act).

- 11.8 The Founder acknowledges that the provisions of this Article 11 are made for the purpose of assuring for the benefit of the members of the Company as a whole the value and the full benefit of the goodwill of the business of the Company.

## **12. Deferred Shares**

- 12.1 Subject to the Act, any Deferred Shares may be purchased or (in the case of Shares issued as redeemable shares) redeemed by the Company at any time at its option for the aggregate sum of one (1) penny for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s).

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

- (a) appoint any person to execute any transfer (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise), including (subject to the Act) to the Company itself, in any such case for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s);
- (b) receive the consideration for such a transfer or purchase (and give a good discharge for it) and hold the same on trust for the transferor(s);
- (c) give, on behalf of such holder(s), consent to the cancellation of such Deferred Shares; and/or
- (d) retain the certificate(s) (if any) in respect of such Deferred Shares pending the transfer, cancellation and/or purchase thereof,

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

- 12.3 No Deferred Share may be transferred without Board Level Consent.

- 12.4 The Board may from time to time enter into a contract with a person which provides for some or all of the Shares relating to such person to be converted into Deferred Shares in specified circumstances and without any requirement for any shareholder or class authority, consent or resolution. Any such Shares for conversion shall be automatically converted into Deferred Shares on the basis of one Deferred Share for each Share held on terms and conditions of the relevant contract (rounded down to the nearest whole share).

- 12.5 Upon any conversion of Shares into Deferred Shares the Company shall be entitled to:

- (a) enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the date of the conversion. Thereafter, the relevant member(s) (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the share certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Shares (if applicable); and
- (b) at the Board's election, require the holder of the Deferred Shares to gift any or all such Deferred Shares to the Company for no consideration by completing, executing and delivering in such person's name all documents necessary to give effect to the transfer of such Deferred Shares to the Company (including a duly executed stock transfer

form) no later than five (5) Business Days after the conversion of the relevant Shares to Deferred Shares pursuant to Article 12.5(a) (or such other date as specified by the Board). If any holder of the Deferred Shares fails to so deliver to the Company any such transfer, the chairperson of the Company or, failing them, one of the Directors, or some other person nominated by a resolution of the Board, may as agent for and on behalf of, and in the name of, such holder of the Deferred Shares execute and deliver to the Company such transfer in a form acceptable to the Board.

### **13. Variation of rights**

- 13.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of at least fifty per cent. (50%) in nominal value of the issued shares of that class (provided that, if such variation or abrogation treats two or more classes in the same manner, the written consent of the holders of a majority of the issued shares of such classes (as if such classes constituted one and the same class) shall be required), save that the special rights attaching to: (a) the Series A Shares may only be varied or abrogated with Series A Majority Consent; and (b) the Seed Preferred Shares may only be varied or abrogated with the consent of the Seed Majority.
- 13.2 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.
- 13.3 No consent shall be required under Article 13.1 for any variation or abrogation of rights resulting from an automatic conversion or redesignation of shares pursuant to these Articles.
- 13.4 The special rights attaching to the Deferred Shares as a class may be varied or abrogated by a special resolution without the requirement for any consent by the holders of the Deferred Shares or any of them.

### **14. Allotment of new shares or other securities: pre-emption**

- 14.1 In accordance with section 567(1) of the Act, sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.
- 14.2 Subject to Article 14.8, unless disapplied by a Major Investor Majority Consent, if the Company proposes to allot any New Securities, those New Securities shall not be allotted to any person unless the Company has offered them to the Major Investors (the "**Subscribers**") on the same terms and at the same price as those New Securities are being offered to other persons by the Company in writing to each Major Investor on a pari passu and pro rata basis, where each Major Investor's pro rata share is equal to the number of Equity Shares (as if such Equity Shares constituted one and the same class) held by such Major Investor divided by the total number of Equity Shares then in issue (as nearly as may be without involving fractions) ("**Pro Rata Allocation**"). The offer shall:
  - (a) be in writing, be open for acceptance from the date of the offer to the date ten (10) Business Days after the date of the offer (inclusive) (the "**Subscription Period**") and give details of the number and subscription price of the New Securities; and
  - (b) stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe.
- 14.3 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities being offered to the Subscribers, such New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of Equity Shares held by such Subscribers, which procedure shall



be repeated until all of such New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by it).

- 14.4 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities being offered to the Subscribers, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall, subject to Article 14.5, 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 Subscribers.
- 14.5 If, after having followed the procedure in Articles 14.2 to 14.4 (inclusive), all of the New Securities offered to the Subscribers have not been allotted, the Board may in its discretion offer the unallotted New Securities offered to the Subscribers to the Ordinary Shareholders or B Ordinary Shareholders (as applicable) pro rata to the number of Ordinary Shares and/or B Ordinary Shares held by them, inviting them to apply in writing within the period from the date of the offer to the date ten (10) Business Days after the date of the offer (inclusive) for the maximum number of New Securities for which they wish to subscribe and that offer shall be made mutatis mutandis to the provisions in Articles 14.2 to 14.4 (inclusive).
- 14.6 Subject to the requirements of Articles 14.2 to 14.5 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 14.7 Where the Company proposes to allot New Securities and the provisions of Articles 14.2 to 14.5 (inclusive) are dis-applied in respect of such allotment with Major Investor Majority Consent (the "**Waiving Major Investors**"), if, notwithstanding such dis-application, one or more Waiving Major Investors is proposed to be allotted any or all of such New Securities, then each of the other Major Investors shall be entitled to subscribe for:
- (a) its Pro Rata Allocation; or
  - (b) if it is proposed that no Waiving Major Investor shall receive their Pro Rata Allocation in such allotment of New Securities, such lesser amount of New Securities as is equal to largest portion of Pro Rata Allocation subscribed by any other Waiving Major Investors in such allotment of New Securities,

in each case on the same terms and the same price as the Waiving Major Investor(s).

- 14.8 The provisions of Articles 14.2 to 14.7 (inclusive) shall not apply to:
- (a) options to subscribe for B Ordinary Shares pursuant to any Share Option Plan and the issue of B Ordinary Shares on exercise of such options;
  - (b) Shares or options for Shares, or other securities convertible into, or carrying the right to subscribe for, Shares issued or granted in accordance with the terms of the SSA;
  - (c) Equity Securities issued or granted in order for the Company to comply with its obligations under these Articles (including, without limitation, the Anti-Dilution Shares);
  - (d) Equity Securities issued in consideration of the acquisition by the Company of any company or business which has been approved by the Board acting with Investor Majority Consent;
  - (e) Equity Securities issued pursuant to commercial arrangements or a venture debt financing transaction which has been approved by an Investor Majority; and
  - (f) Equity Securities issued as a result of a Bonus Issue or Reorganisation which has been approved in writing by an Investor Majority.

14.9 Any New Securities offered under this Article 14 to a Major Investor may be accepted in full, or part only, by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 14.

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

## **15. Transfers of Shares – general**

15.1 In Articles 15 to 22 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.

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

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

15.4 Any transfer of a Share by way of sale which is required to be made under Articles 16 to 22 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.

15.5 Except in accordance with Articles 3.4, 11, 16, 20 or 22, no Ordinary Shares or B Ordinary Shares (other than those Ordinary Shares resulting from the conversion of any Preferred Shares under these Articles) shall be transferred at any time without the approval of the Board.

15.6 The Board (excluding any Excluded Director(s)) may refuse to register a transfer of a Share if:

- (a) a Shareholder transfers a Share other than in accordance with these Articles;
- (b) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
- (c) the transfer is to a Service Provider, Director or prospective Service Provider or prospective Director, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
- (d) the transferee is a person (or a nominee for a person) who the Board (excluding any Excluded Director(s)) determines in its absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a subsidiary undertaking of the Company;
- (e) it is a transfer of a Share which is not fully paid:
  - (i) to a person of whom the Directors do not approve; or
  - (ii) on which Share the Company has a lien;
- (f) the transfer is not lodged at the registered office or at such other place as the Board may appoint;
- (g) the transfer is not accompanied by the share certificate for the Shares to which it

relates (or a duly executed indemnity for lost share certificate in a form acceptable to the Board) and such other evidence as the Board (excluding any Excluded Director(s)) may reasonably require to show the right of the transferor to make the transfer;

- (h) the transfer is in respect of more than one class of Shares;
- (i) the transfer is in favour of more than four transferees; or
- (j) these Articles otherwise provide that such transfer shall not be registered.

15.7 If the Board (excluding any Excluded Director(s)) refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

15.8 The Board (excluding any Excluded Director(s)) may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the SSA or similar document in force between some or all of the Shareholders and the Company in any form as the Board (excluding any Excluded Director(s)) may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 15.7 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

15.9 To enable the Board (excluding any Excluded Director(s)) to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Board Level Consent (excluding any Excluded Director(s)) may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Board may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Board (excluding any Excluded Director(s)) may reasonably request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Board to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Board are reasonably satisfied that a breach has occurred, the Board shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and, at the sole discretion of the Board, the following shall occur:

- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that, at the election of the relevant Investor, such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of an Investor; or
- (b) all dividends or other distributions otherwise attaching to the relevant shares or to any further shares issued in respect of those shares shall be withheld; and
- (c) either the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Board may require by notice in writing to that holder, or such Shares shall automatically convert into Deferred Shares on a one-for-one basis (without any requirement for any shareholder or class authority, consent or resolution).

- 15.10 The rights referred to in Articles 15.9(a) and 15.9(b) above may be reinstated by Board Level Consent and shall in any event be reinstated upon the completion of any transfer referred to in 15.9(c) above.
- 15.11 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of ten (10) Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.
- 15.12 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:
- (a) the Transfer Price for the Sale Shares will be as agreed between the Board Level Consent (any director who is a Seller or with whom the Seller is Connected not voting) and the Seller, or, failing agreement within five (5) Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;
  - (b) it does not include a Minimum Transfer Condition (as defined in Article 17.2(d)); and
  - (c) the Seller wishes to transfer all of the Shares held by it.
- 15.13 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Board, which is executed by or on behalf of the transferor and (if any of the Shares is partly or nil paid) the transferee.
- 15.14 Notwithstanding any other provision of these Articles, Unvested Shares or Restricted Shares shall not be transferred without Investor Majority Consent; save that Investor Majority Consent shall not be required where the transfer or transmission of the Unvested Shares or Restricted Shares is by reason of death of the relevant Shareholder pursuant to Article 16.3.

## **16. Permitted Transfers**

- 16.1 A Shareholder (who is not a Permitted Transferee) (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise, save that no Unvested Shares or Restricted Shares shall be transferred to a Permitted Transferee without Investor Majority Consent unless the transfer or transmission is by reason of death of the Original Shareholder pursuant to Article 16.3.
- 16.2 Shares previously transferred as permitted by Article 16.1 may be transferred by the transferee to the Original Shareholder or any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 16.3 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.
- 16.4 In the case of bankruptcy of a Shareholder, a person entitled to the Share(s) shall be entitled to transfer such Share(s) to the Permitted Transferee(s) of such bankrupt Shareholder provided such transfer takes place within one (1) year of such event.
- 16.5 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five (5) Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have

given a Transfer Notice in respect of those Shares on the first Business Day after the expiry of that five (5) Business Day period.

- 16.6 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must not later than five (5) Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Fund Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares on the first Business Day after the expiry of that five (5) Business Day period.
- 16.7 Trustees may (i) transfer Shares to a Qualifying Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 16.8 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
  - (b) with the identity of the proposed trustees;
  - (c) the proposed transfer will not result in fifty per cent. (50%) or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
  - (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 16.9 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five (5) Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (and may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains Board Level Consent to the contrary) to have given a Transfer Notice in respect of such Shares on the first Business Day after the expiry of that five (5) Business Day period. For the purposes of determining an approval of the Board in connection with this Article, no account shall be taken of any vote cast at any meeting of the Board, or resolution signed by, any director who is the Permitted Transferee, the Original Shareholder or a person Connected with either of them.
- 16.10 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise, but excluding where they cease to be a spouse or Civil Partner by reason of the death of the Original Shareholder, he must, within fifteen (15) Business Days of so ceasing either:
- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
  - (b) give a Transfer Notice to the Company in accordance with Article 17.2, failing which he shall be deemed to have given a Transfer Notice on the first Business Day after the expiry of that fifteen (15) Business Day period.
- 16.11 On the death (subject to Article 16.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five (5) Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the

administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder who or that is not bankrupt or in liquidation. If the transfer is not executed and delivered within five (5) Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice on the first Business Day after the expiry of that five (5) Business Day period.

- 16.12 A transfer of any Shares approved by the Board and an Investor Majority Consent may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Board, providing always that the rights of Article 17 can only be disapplied by a Major Investor Majority Consent.
- 16.13 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with Investor Majority Consent.
- 16.14 Subject to Article 12.3, a transfer of Deferred Shares to the Company in accordance with Articles 11 and 12 may be made without restriction and each such transfer shall be registered by the Directors.

#### **17. Transfers of Shares subject to pre-emption rights**

- 17.1 Save where the provisions of Articles 12.3, 16, 20, 21 and 22 apply, any transfer of Equity Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 17.
- 17.2 A Shareholder who wishes to transfer Equity Shares (a "**Seller**") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Equity Shares give notice in writing (a "**Transfer Notice**") to the Company (constituting the agent of the Seller) specifying:
  - (a) the number of Equity Shares which he wishes to transfer (the "**Sale Shares**");
  - (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
  - (c) the price at which he wishes to transfer the Sale Shares; and
  - (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "**Minimum Transfer Condition**").
- 17.3 If no cash price is specified by the Seller or if a Shareholder is deemed to have given a Transfer Notice, the price at which the Sale Shares are to be transferred (the "**Transfer Price**") must be agreed by Board Level Consent. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and by Board Level Consent. In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within five (5) Business Days of the Company receiving the Transfer Notice.
- 17.4 Except with Board Level Consent, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 17.5 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 17.6 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice; and
- (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 18,

the Board shall offer the Sale Shares for sale to the Major investors in the manner set out in Articles 17.6 and 17.7. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

#### 17.7 *Transfers: Offer*

- (a) The Board shall offer the Sale Shares to all Major Investors, other than the Seller, on a pro rata basis to their respective holdings of Equity Shares, inviting them to apply in writing within the period from the date of the offer to the date ten (10) Business Days after the offer (inclusive) (the "**Offer Period**") for the maximum number of Sale Shares they wish to buy.
- (b) If the Sale Shares are subject to a Minimum Transfer Condition, then any allocation made under Article 17.6 will be conditional on the fulfilment of the Minimum Transfer Condition.
- (c) If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Major Investor who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which their existing holding of Equity Shares bears to the total number of Equity Shares held by those Major Investors who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Major Investor of more than the maximum number of Sale Shares which he has stated he is willing to buy.
- (d) If, at the end of the Offer Period (or sooner if applications or refusals have been received from all Major Investors), the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Major Investors in accordance with their applications and the balance will be dealt with in accordance with Article 17.8(e).

#### 17.8 *Completion of transfer of Sale Shares*

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 16.7 stating the condition has not been met and that no Sale Shares have been allocated to the Major Investors and the relevant Transfer Notice has lapsed with immediate effect.
- (b) If:
  - (i) the Transfer Notice does not include a Minimum Transfer Condition; or
  - (ii) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 17.7 and once the requirements of Articles 20 and/or 21 have been fulfilled to the extent required, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than ten (10) Business Days nor more than twenty

(20) Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.
- (d) If the Seller fails to comply with the provisions of Article 17.7(c):
  - (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
    - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
    - (B) receive the Transfer Price and give a good discharge for it; and
    - (C) (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
  - (ii) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- (e) If an Allocation Notice does not relate to all the Sale Shares (or if no Allocation Notice has been served as the Transfer Notice includes a Minimum Transfer Condition which has not been met) then, subject to Article 17.8(f), the Seller may, within eight (8) weeks after service of the Allocation Notice (or within eight (8) weeks of the expiry of an offer made in accordance with Article 17.1 where the Minimum Transfer Condition has not been met), transfer the unallocated Sale Shares that are not included within the Allocation Notice (or all of the Sale Shares where the Minimum Transfer Condition has not been met) to any person at a price at least equal to the Transfer Price (and in satisfaction of the Minimum Transfer Condition where it was included in the Transfer Notice).
- (f) The right of the Seller to transfer Shares under Article 17.7(e) does not apply if the Board is of the opinion on reasonable grounds that:
  - (i) the transferee is a person (or a nominee for a person) who the Board Level Consent determines in its absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;
  - (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
  - (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.

17.9 Any Sale Shares offered under this Article 17 to an Investor may be accepted in full, or part only, by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 17.

## **18. Valuation of Shares**



- 18.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with the provisions of Articles 11.5, 15.12 or 17.3 or otherwise then, on the date of failing agreement, the Board shall either:
- (a) appoint an expert valuer in accordance with Article 18.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares; or
  - (b) (if the Fair Value has been certified by an Expert Valuer for any other Shares of the same class within the preceding twelve (12) weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.
- 18.2 The Expert Valuer will be either:
- (a) the Auditors; or
  - (b) (if otherwise agreed by the Board and the Seller) an independent firm of chartered accountants to be agreed between the Board and the Seller or failing agreement not later than the date ten (10) Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants (or his duly authorised deputy) in England and Wales or any replacement or successor body on the application of either party and approved by the Company for that purpose. As soon as practicable after that nomination, the Board and the Seller must jointly appoint the independent firm so nominated.
- 18.3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:
- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;
  - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - (c) that the Sale Shares are capable of being transferred without restriction;
  - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares; and
  - (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 18.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 18.5 The Expert Valuer shall be requested to determine the Fair Value within twenty (20) Business Days of its appointment and to notify the Board and the Seller of its determination.
- 18.6 The Expert Valuer shall act as experts and not as arbitrators and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 18.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to the Expert Valuer agreeing to such confidentiality provisions as the Board may reasonably impose.

18.8 The Expert Valuer shall deliver their certificate to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five (5) Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.

18.9 The cost of obtaining the certificate shall be paid by the Company unless:

- (a) the Seller cancels the Company's authority to sell; or
- (b) the Fair Value certified by the Expert Valuer is less than the price (if any) offered by the Board to the Seller for the Sale Share before the Expert Valuer was instructed,

in which case the Seller shall bear the cost.

## **19. Compulsory transfers – general**

19.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Board.

19.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Board may require the legal personal representatives of that deceased Shareholder either:

- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
- (b) to show to the satisfaction of the Board that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 19.2 shall not be fulfilled to the satisfaction of the Board a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Board may otherwise determine.

19.3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the Shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Board may determine.

19.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Board to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names, its Permitted Transferee's name and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice. This Article 19.4 shall not apply to any Shareholder that is an Investor.

## **20. Tag-along**

20.1 Except in the case of Permitted Transfers and transfers pursuant to Articles 11, 16 and 19, after going through the pre-emption procedure in Article 17, the provisions of Article 20.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in

Concert with him) acquiring a Controlling Interest in the Company.

- 20.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other holders of Equity Shares to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 20.7).
- 20.3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least ten (10) Business Days (the "**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser.
- 20.4 If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 20.5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 20.6 The Proposed Transfer is subject to the pre-emption provisions of Article 17 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 17.
- 20.7 For the purpose of this Article:
- (a) the expression "**Specified Price**" shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:
    - (i) in the Proposed Transfer; or
    - (ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,plus an amount equal to the Relevant Sum, as defined in Article 20.7(b) of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the "**Supplemental Consideration**") provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller(s) and the Accepting Shareholders in accordance with the provisions of Articles 5 and 6; and
  - (b) **Relevant Sum** =  $C \div A$ 
    - where: A = number of Equity Shares being sold in connection with the relevant Proposed Transfer;
    - C = the Supplemental Consideration.

## 21. Co-Sale right

- 21.1 No transfer (other than a Permitted Transfer or transfers under Articles 19 or 22) of any Ordinary Shares may be made or validly registered unless the relevant Shareholder and any Permitted Transferee of that Shareholder (each a "**Selling Shareholder**") shall have observed the following procedures of this Article 21, unless a Major Investor Majority Consent

has determined that this Article 21 shall not apply to such transfer.

21.2 After the Selling Shareholder has gone through the pre-emption process set out in Article 17, the Selling Shareholder shall give to each Major Investor not less than ten (10) Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**"). The Co-Sale Notice shall specify:

- (a) the identity of the proposed purchaser (the "**Buyer**");
- (b) the price per share which the Buyer is proposing to pay;
- (c) the manner in which the consideration is to be paid;
- (d) the number of Ordinary Shares and/or B Ordinary Shares which the Selling Shareholder proposes to sell; and
- (e) the address where the counter-notice should be sent.

21.3 For the purposes of this Article 21, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Selling Shareholder were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Articles 5 and 6.

21.4 Each Major Investor shall be entitled within five (5) Business Days after receipt of the Co-Sale Notice, to notify the Selling Shareholder that they wish to sell a certain number of Equity Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Equity Shares which such Major Investor wishes to sell. The maximum number of shares which a Major Investor can sell under this procedure shall be:

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

where:

- X is the number of Equity Shares held by the Major Investor;
- Y is the number of Equity Shares in issue (excluding Treasury Shares) and held by the Major Investors; and
- Z is the number of Ordinary Shares and/or B Ordinary Shares the Selling Shareholder proposes to sell.

21.5 Any Major Investor who does not send a counter-notice within such five (5) Business Day period shall be deemed to have specified that they wish to sell no shares.

21.6 Following the expiry of five (5) Business Days from the date the Major Investor receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Major Investor a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Major Investors have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Major Investors the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Shareholder from the Buyer.

21.7 No sale by the Selling Shareholder shall be made pursuant to any Co-Sale Notice more than three (3) months after service of that Co-Sale Notice.

21.8 Sales made in accordance with this Article 21 shall not be subject to Article 17.

## **22. Drag-along**

22.1 If Shareholders (acting by way of an Investor Majority Consent and a Participating Ordinary Majority Consent) (the "**Majority Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Majority Selling Shareholders shall have the right (the "**Drag Along Right**") to compel each other holder of Shares (each a "**Called Shareholder**" and together the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the "**Drag Purchaser**") in accordance with the provisions of this Article.

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

- (a) the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article;
- (b) the person to whom they are to be transferred;
- (c) the consideration (whether in cash or otherwise) for which the Called Shares are to be transferred (calculated in accordance with this Article);
- (d) the proposed date of transfer; and
- (e) the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the "**Sale Agreement**"),

(and, in the case of paragraphs (b) to (d) above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article 22.

22.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Majority Selling Shareholders to the Drag Purchaser within sixty (60) Business Days after the date of service of the Drag Along Notice (save where extended for purposes of obtaining antitrust and/or regulatory clearances in connection with such sale where a definitive written agreement to transfer the Sellers' Shares by the Selling Shareholders has been entered into by the Selling Shareholders and the Proposed Purchaser within such sixty (60) Business Day period). The Majority Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

22.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid, allotted or transferred by the Drag Purchaser (which shall include any consideration (in cash or otherwise) paid or payable by the Drag Purchaser or any person Acting in Concert with the Drag Purchaser having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares) by the Drag Purchaser for the Called Shares and the Sellers' Shares were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Articles 5 and 6 (the "**Drag Consideration**") (provided that any discharge by the Drag Purchaser of any costs of sale shall not for these purposes be treated as part of the consideration per Share offered by the Drag Purchaser if such discharge has been agreed to by the Selling Shareholder(s)). Where the consideration (or any part thereof) is non-cash consideration, any valuation of such consideration applicable to the consideration payable to the Selling Shareholder(s) shall also be applicable to the

consideration payable to the Called Shareholders. The Drag Consideration may be subject to an adjustment (on the basis of completion accounts or another similar mechanism) on the same terms as the consideration payable to the Called Shareholders.

22.5 In respect of a transaction that is the subject of a Drag Along Notice, and with respect to any Drag Document, no Called Shareholder shall be bound by the Drag Along Notice unless:

- (a) any representations and/or warranties to be made by such Called Shareholder in connection therewith are limited to representations and/or warranties that:
  - (i) such Called Shareholder holds all right, title and interest in and to the Called Shares such Called Shareholder purports to hold, free and clear of all liens and Encumbrances and shall sell the same with full title guarantee;
  - (ii) the obligations/undertakings of the Called Shareholder in connection with the transaction that is the subject of a Drag Along Notice have been duly authorised, if applicable;
  - (iii) the documents to be entered into by such Called Shareholder have been duly executed by such Called Shareholder and delivered to the acquirer and are enforceable against the Called Shareholder in accordance with their respective terms; and
  - (iv) neither the execution and delivery of documents to be entered into in connection with the transaction that is the subject of a Drag Along Notice, nor the performance of the Called Shareholder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law, or judgment, order or decree of any court or governmental agency;
- (b) such Called Shareholder is not be liable for the inaccuracy of any representation or warranty made by any other person (except to the extent that funds may be paid out of an escrow or holdback established to cover breach of representations, warranties and covenants of the persons giving such representations, warranties and covenants under the Sale Agreement);
- (c) the liability of such Called Shareholder is several and not joint or joint and several with any other person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders), and is pro rata in proportion to, and does not exceed, the amount of consideration received by such Called Shareholder in connection with such proposed transaction (except with respect to claims related to fraud, the liability for which need not be limited as to such individual Shareholder), taking into consideration the distributions any waterfall or other liquidation preferences in these Articles or otherwise that exist with respect to any Shares (a "**Distribution Preference**");
- (d) liability is limited to such Called Shareholder's applicable share (determined based on the respective proceeds payable to each Shareholder in connection with such proposed transaction) of a negotiated aggregate indemnification amount that applies equally to all Shareholders but that in no event exceeds the amount of consideration otherwise received by such Called Shareholder in connection with such proposed transaction, except with respect to claims related to fraud by such Called Shareholder, the liability for which need not be limited as to such Called Shareholder; and
- (e) upon the consummation of the proposed transaction, each holder of each class of the Shares will receive the same form of consideration for its shares of such class as is received by other holders in respect of their Shares of such same class of Shares (taking into consideration any Distribution Preference), provided, however,

that, notwithstanding the foregoing, if the consideration to be paid in exchange for any Shares on the transaction that is the subject of a Drag Along Notice includes any securities, due receipt thereof by any Shareholder who is a "U.S. Person" (as defined in the Securities Act 1933) would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to accredited investors, as defined in Regulation D promulgated under the United Securities Act of 1933, the Company may cause to be paid to any such Shareholder in lieu thereof, against surrender of the Shares held by them which would have otherwise been sold by such Shareholder, an amount in cash equal to the Fair Value of the securities which such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares held by such Shareholder.

22.6 In the event that the Majority Selling Shareholders, in connection with the transaction that is the subject of a Drag Along Notice, appoint a third party independent shareholder representative (a "**Shareholder Representative**") with respect to the establishment and management of any escrow or holdback fund in connection with any indemnification or breach of warranty under the Sale Agreement following completion of such transaction (the "**Escrow**"), each Called Shareholder shall be deemed to consent to:

- (a) the appointment of such Shareholder Representative;
- (b) the establishment of the Escrow and
- (c) the payment of such Called Shareholder's applicable portion (from the Escrow) of any reasonable and properly incurred fees and expenses of such Shareholder Representative, in each case in connection with such Shareholder Representative's services and duties in connection with the establishment and management of such Escrow.

22.7 Within three (3) Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the "**Drag Completion Date**"), each Called Shareholder shall deliver:

- (a) duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser or as the Drag Purchaser shall direct;
- (b) the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
- (c) duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,

(together the "**Drag Documents**").

22.8 On the Drag Completion Date, the Company shall pay the Called Shareholders, on behalf of the Drag Purchaser, the amounts they are due pursuant to Article 22.4 to the extent that the Company has received these amounts in cleared funds from the Drag Purchaser. The Company's receipt for the amounts due pursuant to Article 22.4 shall be a good discharge to the Drag Purchaser. The Company shall hold the amounts due to the Called Shareholders pursuant to Article 22.4 on trust for the Called Shareholders without any obligation to pay interest.

22.9 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid, allotted or transferred the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 22 in respect of their Shares (without prejudice to any Shareholder's right to serve a further Drag

Along Notice) unless and until a further Drag Along Notice is served.

- 22.10 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 22 and the Board shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid, allotted or transferred the Drag Consideration to the Company for the Called Shareholder's Shares offered to them. The Board shall then authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid. The defaulting Called Shareholder shall surrender the share certificate for their Shares (or suitable executed indemnity) to the Company. On surrender, they shall be entitled to the Drag Consideration due to them.
- 22.11 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 17.
- 22.12 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder in respect of the Shares so acquired on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

#### *Asset Sale*

- 22.13 In the event that an Asset Sale is approved by the Board and a Majority Selling Shareholders, the Majority Selling Shareholders shall have the right, by notice in writing to all other Shareholders, to require such Shareholders to take any and all such actions as it may be necessary for Shareholders to take in order to give effect to or otherwise implement such Asset Sale, subject always to the Proceeds of Sale being distributed to Shareholders in accordance with the provisions of Articles 5 and 6.

### **23. New Holding Company**

- 23.1 Subject to Article 23.7 and 23.8, in the event of a Holding Company Reorganisation approved by: (a) the Board; (b) an Investor Majority Consent; and (c) a Participating Ordinary Majority (save that where a Holding Company Reorganisation is being effected in contemplation of an IPO, de-SPAC Transaction or Direct Listing, the consent of a Participating Ordinary Majority shall not be required) (a "**Proposed Reorganisation**"), all Shareholders shall (i) consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Reorganisation and (ii) take all such actions to tender their Shares as required pursuant to the Proposed Reorganisation (the "**Reorganisation Actions**").
- 23.2 Subject to Article 23.1, the Shareholders shall be required to take all Reorganisation Actions with respect to the Proposed Reorganisation as are required by the Board to facilitate the Proposed Reorganisation. If any Shareholder fails to comply with the provisions of this Article, the Company and the Directors shall be constituted the agent of each defaulting Shareholder for taking the Reorganisation Actions as are necessary to effect the Proposed Reorganisation and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents to effect the Proposed Reorganisation, including, without limitation, any share exchange agreement and/or stock transfer form.
- 23.3 The Company shall procure that the New Holding Company shall ensure that the shares



issued by it to the Shareholders (or a subsequent holder, as the case may be) pursuant to the Holding Company Reorganisation will be credited as fully paid as to the amount determined in accordance with this Article and which new shares shall be subject to the constitutional documents of the New Holding Company and otherwise (subject to the express provisions of such constitutional documents) have the same rights as all other New Holding Company shares of the same class in issue at the time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment and issue of such New Holding Company shares).

- 23.4 On any person, following the date of completion of a Holding Company Reorganisation, becoming a Shareholder pursuant to the exercise of a pre-existing option to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company or otherwise (a "**New Reorganisation Shareholder**"), the New Reorganisation Shareholder shall then be bound to do all such acts and things necessary in order to transfer all such resulting shares to the New Holding Company, and the provisions of this Article shall apply with the necessary changes to the New Reorganisation Shareholder.
- 23.5 The Company shall procure that:
- (a) it provides not less than twenty (20) Business Days' prior written notice to the Major Investors of any proposed Holding Company Reorganisation (the "**Reorganisation Notice**"); and
  - (b) following the date of the Reorganisation Notice, it consults with the Major Investor in good faith and provides such information reasonably requested the Investor in respect thereof.
- 23.6 Any New Holding Company that is to be created for the purposes of a Holding Company Reorganisation shall be:
- (a) an entity that is classified as a corporation for U.S. federal income tax purposes;
  - (b) incorporated in a jurisdiction other than a non-cooperative tax jurisdiction; and
  - (c) incorporated in a jurisdiction where the courts of such jurisdiction respect the limited liability of the underlying partners, members, shareholders and/or any other beneficial owners of each shareholder of that New Holding Company to substantially the same extent as the jurisdiction of the Investor's formation.
- 23.7 Save where a Holding Company Reorganisation is being effected in contemplation of an IPO, de-SPAC Transaction or Direct Listing, Articles 23.1 and 23.2 shall not apply if a Major Investor determines that any material taxes will be payable and/or any non-ordinary course tax filings will be required to be submitted by such Major Investor or any one or more of its respective underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its Shares to the New Holding Company and in such event, the Company and the relevant Major Investor will discuss in good faith to find alternative ways to structure such Holding Company Reorganisation in a manner acceptable to such Major Investor (acting reasonably).
- 23.8 The structuring of a Proposed Reorganisation, and the nature of any New Holding Company established in connection with such Proposed Reorganisation, shall be determined by the Company's tax, accounting and legal advisers (amongst others), in consultation with the Company. The Company and the Major Investors shall discuss in good faith the structuring of a Proposed Reorganisation prior to it being implemented, to ensure (to the extent reasonably practicable) that there is no material adverse tax impact on any Major Investor as a direct result of the transfer of its Shares to the New Holding Company as part of the Proposed Reorganisation. Where a Major Investor has determined, based on advice from its own tax, accounting and legal advisers, that the Proposed Reorganisation would have a material adverse tax impact on such Major Investor, the Company shall consult with the relevant Major Investor, including as to alternative structuring options.

- 23.9 Nothing herein shall prohibit the parties from setting up an special purpose vehicle if necessary for purposes of assuming the New Holding Company securities.

## **24. General meetings**

- 24.1 If the Board is required by the Shareholders under section 303 of the Act to call a general meeting, the Board shall convene the meeting for a date not later than twenty eight (28) days after the date on which the Board became subject to the requirement under section 303 of the Act.
- 24.2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least twenty five per cent. (25%) in nominal value of the Equity Shares (excluding Treasury Shares), any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 24.3 If any two (2) or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 24.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 24.5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than fourteen (14) days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 24.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven (7) clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 24.7 If the poll is to be held more than forty eight (48) hours after it was demanded the Shareholders shall be entitled to deliver proxy notices in respect of the poll at any time up to twenty four (24) hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a Business Day.

## **25. Proxies**

- 25.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the Board)".
- 25.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Board may:
- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be

specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

- (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or
- (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the chairman or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

## **26. Directors' borrowing powers**

The Directors may, with Investor Majority Consent and/or Board Level Consent where required, exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party.

## **27. Alternate Directors**

27.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the "**Appointor**") may appoint any director or any other person as he thinks fit to be his alternate Director to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities in relation to the taking of decisions by the Board in the absence of the alternate's Appointor.

The appointment of an alternate Director shall not require approval by a resolution of the Board.

27.2 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 Board.

27.3 The notice must:

- (a) identify the proposed alternate; and
- (b) 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.

27.4 An alternate Director may act as an alternate to more than one Director and has the same rights, in relation to any Board meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.

27.5 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions;

- (c) are subject to the same restrictions as their Appointors; and
- (d) 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 Board and of all meetings of committees of the Board of which his Appointor is a member.

27.6 A person who is an alternate Director but not a Director:

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
- (b) may sign a Directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate).

No alternate may be counted as more than one Director for such purposes.

27.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Board (provided that his Appointor is an Eligible Director in relation to that decision).

27.8 An alternate Director is not entitled to receive any remuneration from the company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

27.9 An alternate Director's appointment as an alternate shall terminate:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) 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;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate's Appointor's appointment as a Director terminates.

## **28. Number of Directors**

Unless and until the Company shall otherwise determine by an Investor Majority Consent, the number of Directors shall be not less than two (2) and not more than seven (7).

## **29. Appointment of Directors**

29.1 In addition to the powers of appointment under article 17(1) of the Model Articles:

- (a) the Ordinary Shareholders (acting by way of a Participating Ordinary Majority Consent) shall have the right to appoint and maintain in office two (2) natural persons as the Ordinary Shareholders (acting by way of a Participating Ordinary Majority Consent) may from time to time nominate as a Director of the Company (and as a member of each and any committee of the Board) and to remove any person(s) so appointed and, upon their removal whether by the Ordinary Shareholders (acting by way of a Participating Ordinary Majority Consent) or otherwise, to appoint another person in their place;
- (b) Hoxton shall have the right, for so long as it is a Major Investor, to appoint and maintain in office one (1) natural person as Hoxton may from time to time nominate as a Director of the Company (and as a member of each and any committee of the

Board) and to remove any person so appointed and, upon their removal whether by Hoxton or otherwise, to appoint another person in their place;

- (c) Bessemer shall have the right, for so long as it is a Major Investor, to appoint and maintain in office one (1) natural person as Bessemer may from time to time nominate as a Director of the Company (and as a member of each and any committee of the Board) and to remove any person so appointed and, upon their removal whether by Bessemer or otherwise, to appoint another person in their place;
- (d) F-Prime shall have the right, for so long as it is a Major Investor, to appoint and maintain in office one (1) natural person as F-Prime may from time to time nominate as a Director of the Company (and as a member of each and any committee of the Board) and to remove any person so appointed and, upon their removal whether by F-Prime or otherwise, to appoint another person in their place;
- (e) the Board (acting with Investor Majority Consent) shall have the right to appoint and maintain in office two (2) natural persons as independent non-executive directors of the Company (and as a member of each and any committee of the Board) and to remove any person(s) so appointed and, upon their removal whether by such Board (acting with Investor Majority Consent) or otherwise, to appoint another person in their place.

29.2 An appointment or removal of a Director pursuant to Article 28.1 will take effect at and from the time when the written notice of such appointment and/or removal is received at the registered office of the Company or produced to a meeting of the Board.

29.3 Each Investor Director shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking (and any committee thereof).

29.4 Each of:

- (a) F-Prime, Bessemer and Walden (in each case for so long as it is a Major Investor);
- (b) Hoxton, where from time to time no Hoxton Director is appointed; and
- (c) Novartis (for so long as it continues to hold in excess of 2.5% of the issued Equity Shares from time to time),

shall each have the right to appoint a representative to attend as an observer at each and any meeting of the Board and of each and any committee of the Board, who will be entitled to speak at any such meetings but will not be entitled to vote.

29.5 Appointment of an observer in accordance with Article 29.4 and their removal shall be by written notice from F-Prime, Bessemer, Walden or Novartis (as applicable) to the Company, which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

### **30. Disqualification of Directors**

30.1 In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if:

- (a) he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated;
- (b) in the case of Directors other than a Director appointed pursuant to Article 29, if a Board Level Consent serves notice on him in writing, removing him from office; or
- (c) in the case of any Director appointed pursuant to Article 29.1, if the appointing

person(s) no longer has the right to appoint a Director and the other Directors resolve that his office be vacated.

### **31. Proceedings of Directors**

- 31.1 The quorum for Directors' meetings shall be three (3) Directors who must include (i) at least two (2) Investor Directors and (ii) at least two (2) Ordinary Directors (unless only one Ordinary Director is appointed, in which case only one (1) Ordinary Director shall be required to form quorum), (in each case, save that where a Relevant Interest of such Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Director (as applicable) and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting and the Investor Directors. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall be deemed to be quorate and shall proceed.
- 31.2 In the event that a meeting of the Board is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate director shall be counted in the quorum despite his absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 31.3 If all the Directors participating in a meeting of the Board are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.
- 31.4 Any Director may call a Board meeting (or a meeting of any committee of the Directors established from time to time) by giving reasonable advance notice (being not fewer than five (5) Business Days) of the meeting to each Director and each observer or by authorising the company secretary (if any) to give such notice. Notice of any meeting of the Board or a committee thereof must be in writing (including email) and indicate its proposed date and time, where it is to take place and, 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.
- 31.5 Notice of a Board meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 31.6 Provided (if these Articles so require) that he has declared to the Board, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Board in authorising a Relevant Interest), a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.
- 31.7 Questions arising at any meeting of the Board shall be decided by a majority of votes, except for those matters which require Board Level Consent. In the case of any equality of votes, neither the chairman nor any other Director shall have a second or casting vote.
- 31.8 A decision of the Board may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise

indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

## **32. Directors' interests**

### *Specific interests of a Director*

32.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted bylaw from time to time), notwithstanding his office, have an interest of the following kind:

- (a) where a Director (or a person Connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- (b) where a Director (or a person Connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (c) where a Director (or a person Connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;
- (d) where a Director (or a person Connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
- (f) where a Director (or a person Connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (h) any other interest authorised by ordinary resolution.

### *Interests of an Investor Director*

32.2 In addition to the provisions of Article 31.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- (a) his appointing Shareholder;

- (b) a Fund Manager which advises or manages such appointing Shareholder;
- (c) any of the funds advised or managed by a Fund Manager who advises or manages such appoint Shareholder from time to time; or
- (d) another body corporate or firm in which a Fund Manager who advises or manages an Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

*Interests of which a Director is not aware*

- 32.3 For the purposes of this Article 31, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

*Accountability of any benefit and validity of a contract*

- 32.4 In any situation permitted by this Article 31 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

*Terms and conditions of Board authorisation*

- 32.5 Subject to Article 31.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director (the "**Interested Director**") who has proposed that the Directors authorise his interest (the "**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:
  - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
  - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
  - (iii) restricting the application of the provisions in Articles 31.7 and 31.8, so far as is permitted by law, in respect of such Interested Director; and
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time,

subject to Article 31.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 31.

*Terms and conditions of Board authorisation for an Investor Director*

- 32.6 Notwithstanding the other provisions of this Article 31, it shall not (save with the consent in writing of an Investor Director) be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 31.8.



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

- 32.7 Subject to Article 31.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 31), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:
- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or
  - (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.
- 32.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 31.7 shall apply only if the conflict arises out of a matter which falls within Article 31.1 or Article 31.2, or has been authorised under section 175(5)(a) of the Act.

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

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

*Requirement of a Director to declare an interest*

- 32.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 31.1 or Article 31.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:
- (a) falling under Article 31.1(g);
  - (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
  - (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

*Shareholder approval*

32.11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 31.

32.12 For the purposes of this Article 31:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties; and
- (b) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

### **33. Notices**

33.1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

- (a) in hard copy form;
- (b) in electronic form; or
- (c) partly by one of these means and partly by another of these means.

33.2 Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 32.

#### *Notices in hard copy form*

33.3 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas):

- (a) to the Company or any other company at its registered office; or
- (b) to the address notified to or by the Company for that purpose; or
- (c) in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or
- (d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors; or
- (e) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
- (f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company.

33.4 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:

- (a) if delivered, at the time of delivery;
- (b) if sent by first class post, on receipt or forty eight (48) hours after the time it was

posted, whichever occurs first; or

- (c) if sent by airmail to an address overseas, on receipt or on the fifth day after posting, whichever occurs first.

*Notices in electronic form*

33.5 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:

- (a) if sent by email (provided that an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address;
- (b) if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 32.2; or
- (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify by notice (in hard copy or electronic form) to all members of the Company from time to time.

33.6 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:

- (a) if sent by email (where an address for email has been notified to or by the Company for that purpose), at the time of completion of transmission of the sender, subject to no notice of non-delivery having been received by the sender;
- (b) if posted in an electronic form, on receipt or forty eight (48) hours after the time it was posted, whichever occurs first;
- (c) if delivered in an electronic form, at the time of completion of transmission of the sender, subject to no notice of non-delivery having been received by the sender; and
- (d) if sent by any other electronic means as referred to in Article 32.4, at the time such delivery is deemed to occur under the Act.

33.7 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

*General*

33.8 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "**Primary Holder**"). Notice so given shall constitute notice to all the joint holders.

33.9 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

**34. Indemnities and insurance**

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

- (a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no current or former Director or current or former director of any associated company is indemnified by the Company against:
  - (i) any liability incurred by the director to the Company or any associated company; or
  - (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
  - (iii) any liability incurred by the director:
    - (A) in defending any criminal proceedings in which he is convicted;
    - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him; or
    - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 34(a)(i), 34.1(a)(iii)(B) and 34.1(a)(iii)(C) applying;

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

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

### 35. Data Protection

35.1 Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves.

35.2 A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may

have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies.

- 35.3 Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

**36. Secretary**

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

**37. Authority to capitalise and appropriation of capitalised sums**

- 37.1 The Board may, if authorised to do so by an ordinary resolution (with Investor Majority Consent):

- (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 such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the "**Shareholders Entitled**").

- 37.2 Article 36 of the Model Articles shall not apply to the Company.

- 37.3 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion) deem appropriate.

- 37.4 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.

- 37.5 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.

- 37.6 Subject to the Articles the Board may:

- (a) apply Capitalised Sums in accordance with Articles 37.4 and 37.5 partly in one way and partly another;
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 37; and
- (c) authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 37.