

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
MINERVA RESEARCH LIMITED
(Company Number 11402253)
(the "Company")



(adopted by written resolution passed on 23 July 2018 (as amended by special resolution passed on 9 February 2023))

DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context requires otherwise:

"Accountants" means the accountants for the time being of the Company;

"Act" means the Companies Act 2006;

"acting in concert" has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed on the Adoption Date;

"Adoption Date" means the date of adoption of these Articles;

"A Ordinary Share" means an A ordinary share of £0.005 in the capital of the Company having the rights set out herein;

"B Ordinary Share" means the B ordinary shares of £0.01 each in the capital of the Company having the rights set out herein;

"Board" means the board of directors of the Company from time to time and any duly authorised committee or other delegate thereof;

"business day" means a day, other than a Saturday or a Sunday, on which clearing banks are open for commercial business in London;

"Change of Control" means the acquisition whether by purchase, transfer, renunciation or otherwise (but excluding a transfer of Shares made in accordance with Article 6 (*Permitted Transfers*)) by any person not a Member as at the Adoption Date (**"a Third Party Purchaser"**) of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him, would hold 50 per cent or more of the voting rights attached to the Shares;

"Founders" means Alexander Starritt and Michele Lavery (and each a **"Founder"**);

"Group" means the Company and any subsidiary and subsidiary undertakings of the Company (direct and indirect) from time to time where a **"subsidiary"** means a subsidiary within the meaning ascribed to such expression by section 1159 of the Act and a **"subsidiary undertaking"** means a subsidiary undertaking within the meaning ascribed to such expression by section 1162 of the Act and the expressions **"Group company"** and or **"member of the Group"** or similar expression shall be read and construed accordingly;

"Investor Director" means a Director appointed pursuant to Article 13.1;

"Investors" means any person accepted by the Company as an Investor for the purposes hereof upon or following their acquiring shares in the capital of the Company;

"Issue Price" means the amount paid up or credited as paid up (including any premium on issue) on the Shares concerned;

"Listing" means the admission of all or any of the issued equity share capital of the Company to any public exchange approved by the Investors;

"Member" or "Shareholder" means any registered holder of a Share;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 in effect as at the Adoption Date;

"Ordinary Shares" means the ordinary Shares of £0.01 each in the capital of the Company;

"Recognised Investment Exchange" has the meaning ascribed thereto in Section 285(1) Financial Services and Markets Act 2000;

"Sale" means the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition "disposal" shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant to compel entry into such an agreement;

"Shares" means the A Ordinary Shares, the B Ordinary Shares and the Ordinary Shares or such of them as the context requires or permits;

"SIPP" means in relation to any Member, the trustees of a self-invested personal pension of that Member;

"Third Party Purchaser" has the meaning ascribed to it in the definition of **"Change of Control"** and where the relevant acquisition was effected by the renunciation of a renounceable letter of allotment, shall include the relevant renounee;

"Valuers" means the Accountants unless:

- (a) a report on the Market Value is to be made pursuant to a Deemed Transfer Notice and, within 21 days after the date of the Deemed Transfer Notice, the Vendor notifies the Board in writing that it objects to the Accountants making that report; or
- (b) the Accountants give notice to the Company that they decline an instruction to report on Market Value; and

when the Valuers shall be an independent firm of chartered accountants agreed between the Vendor and the Board or, in default of agreement within 10 business days after the event referred to in (a) or (b) above, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Company.

- 1.2 The regulations contained in the Model Articles shall be incorporated into and form part of these Articles and shall apply to the Company insofar as such regulations are not excluded, amended or modified by or otherwise inconsistent with this document (and **"Articles"** will be read and construed accordingly).
- 1.3 These Articles shall take effect subject to the requirements of the Act and of every other statute for the time being in force affecting the Company.
- 1.4 In these Articles where the context so permits:

- (a) words importing the singular number only shall include the plural number and vice versa;
 - (b) words importing the masculine gender only shall include the feminine gender;
 - (c) words importing persons shall include bodies corporate, unincorporated associations and partnerships;
 - (d) the expression "**paid up**" shall include credited as paid up; and
 - (e) the word "**writing**" shall include using electronic communications.
- 1.5 References in these Articles to Regulations are to regulations in the Model Articles and references to an Article by number are to a particular Article of these Articles.
- 1.6 Words and expressions defined in or for the purposes of the Act or the Model Articles shall, unless these Articles provide otherwise, have the same meaning in these Articles.
- 1.7 Headings used in these Articles shall not affect their construction or interpretation.
- 1.8 References to any statute or section of any statute shall include reference to any statutory amendment, extension, modification or re-enactment thereof for the time being in force.
- 1.9 In these Articles, where the consent of the Investors, howsoever expressed, it shall mean the consent of a majority of Investors (in terms of the aggregate number of shares held by them at the relevant time (such majority to include Jolyon Connell for so long as he is a Shareholder)).
- 1.10 In these Articles, where the consent of the Investor Directors is required, howsoever expressed, at the determination of a majority of them (by number) or whenever no such director has been appointed, the matter shall be determined in his or her stead by the Investors as above and shall otherwise require the consent of a majority of the Investor Directors in office at the relevant time, such majority to include Jolyon Connell who shall additionally have a casting vote if otherwise the decision is tied).

2 **SHARE CAPITAL AND LIABILITY OF MEMBERS**

- 2.1 The Company is a private company and accordingly any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company or any allotment of or agreement to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public shall be prohibited.
- 2.2 The liability of the members is limited.
- 2.3 The A Ordinary Shares, the B Ordinary Shares and the Ordinary Shares shall, save as specifically set out herein, rank *pari passu* in all respects and constitute a single class. The Company may declare dividends over each of the A Ordinary Shares, the B Ordinary Shares and the Ordinary Shares as though they are constituted as separate classes.
- 2.4 On a winding up or other return of capital, the rights of the A Ordinary Shares to participate in any proceeds (after costs) being distributed to Shareholders ("the net proceeds") will be capped at the lesser of X or Y (in each case, rounded down to the nearest £1) where:

X = 29.9% of the net proceeds; and

Y = $A \div (A + O)$ where

A = the number of A Ordinary Shares in issue at the relevant time; and

O = the number of Ordinary Shares and B Ordinary Shares in issue at the relevant time.

- 2.5 On any resolution of the Shareholders (in general meeting or by way of written resolution) the votes cast by A Ordinary Shareholders will be capped at the lesser of V or W (in each case rounded down to the nearest whole number of votes) where:

$V = 29.9\%$ of the total number of voting shares in issue at the relevant time; and

$W = A \div (A + O)$ where

A = the number of A Ordinary Shares in issue at the relevant time; and

O = the number of Ordinary Shares and B Ordinary Shares in issue at the relevant time.

3 ISSUE OF SHARES

- 3.1 Section 561(1) and Sections 562(1) to (5) of the Act shall not apply to the Company.

- 3.1 If and for so long as the Company only has one class of shares, then, subject to the provisions of this Article 3, the Board is hereby generally and unconditionally authorised, for the purposes of section 550 of the Act, to exercise any power of the Company to offer or allot, grant rights to subscribe for or to convert any security into and otherwise deal in, or dispose of, any shares in the Company to any person, at any time, subject to any terms and conditions as the Board thinks appropriate. There shall be no maximum amount of shares that may be allotted or issued by the Company pursuant to this authority.

- 3.2 Any shares in the capital of the Company shall, before issue, be offered by the directors in the first instance to those of the existing holders of Shares in accordance with the following provisions of this Article 3. Every such offer shall be in writing, shall be in identical terms for each relevant holder, shall state the number and class of the shares to be issued, the terms of issue, the aggregate number of Shares in issue, the number of Shares held by the holder to whom the offer is addressed and shall be subject to the following conditions, which shall be incorporated in such offer:

- (a) that any acceptance thereof (which may be as regards all or any of the shares offered) shall be in writing and be delivered to the Company's registered office or, in the case of any acceptance contained in an electronic communication, be delivered at any number or address used for the purpose of electronic communications and identified for that purpose by the Company within a period of 14 days from the date of service of the said offer;
- (b) that in the event of the aggregate number of shares accepted pursuant to the offer exceeding the aggregate number of shares included in the offer, the holders accepting shall be entitled to receive, and bound to accept, an allocation of either the number of shares accepted by them respectively or a proportionate number of the shares offered according to the proportion which the number of Shares held by the accepting holder bears to the aggregate number of Shares held by all the accepting holders at the date of the offer, whichever number is less; and
- (c) that any holders to whom such offer shall have been made and whose requirements shall not have been fully met by such allocation shall further be entitled to receive, and bound to accept, an allocation among them of any surplus shares in proportion, as nearly as may be, to the number of shares accepted by them respectively in excess of the number of shares to which they may respectively be entitled on the first allocation thereof as above.

- 3.3 If any such offer shall not be accepted in full, the directors may within three months after the date of such offer dispose of any shares comprised therein and not accepted as aforesaid to such person or persons as they may think fit but only at the same price and upon the same terms as to payment, if any, as were specified in such offer.

- 3.4 The provisions of Article 3.2 shall not apply to the issue of Shares upon the exercise of options granted pursuant to any employee share option plan adopted by the Company on terms approved by the Investors over a maximum aggregate number of Shares not exceeding 75,000 Shares.

4 **LIEN**

- 4.1 The Company shall have a lien on all Shares whether fully paid or not for any monies owing to the Company by the holder thereof from time to time or his estate, whether he is their sole registered holder or one of two or more joint holders.
- 4.2 The Company may sell any Share in respect of which it has a lien by offering up such Shares for sale in accordance with Article 8 (*Compulsory Transfers*) as if a Deemed Transfer Notice were deemed given in respect of such Shares.

5 **TRANSFER OF SHARES - GENERAL PROVISIONS**

- 5.1 The Board shall not register the transfer of any Share or recognise the transfer of any interest in any Share unless the transfer is permitted by and is made in accordance with these Articles.
- 5.2 Save as required or permitted by Articles 6, 8, 9 or 10 and without prejudice to the provisions of Article 7, the Founders shall not sell any of their respective Shares without the prior written approval of the Investors.
- 5.3 For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice, the Board may (and will if so requested by the Investor Directors) from time to time require a Member or any person named as transferee in any transfer lodged for registration to furnish to the Board such information and evidence as the Board reasonably requires for such purpose.
- 5.4 Failing such information or evidence being furnished to the reasonable satisfaction of the Board (including the Investor Directors) within a reasonable time after any request made under Article 5.2, the Board shall refuse to register the transfer in question (if any) and or may require, by notice in writing to the Member(s) concerned, that a Transfer Notice be given in respect of the Shares concerned.
- 5.5 If such information or evidence requested under Article 5.2 discloses to the satisfaction of the Board that circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice, the Board may (and will if so requested by the Investor Directors) by notice in writing to the Member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned.
- 5.6 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or encumbrance.

6 **PERMITTED TRANSFERS**

6.1 **Definitions**

For the purposes of these Articles:

- (a) **"Family Member"** means, in relation to an individual Member, his spouse (or widow or widower), civil partner, child, grandchild (including step and adopted children and grandchildren);
- (b) **"Family Trust"** means, in relation to an individual Member, a trust which does not permit any of the settled property or the income from it to be applied otherwise

than for the benefit of that Member or any of his Family Members and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees;

- (c) **"a member of the same group"** means, in relation to a body corporate, any other body corporate which is for the time being a holding company of that body corporate or a subsidiary or subsidiary undertaking of that body corporate or a subsidiary or subsidiary undertaking of any holding company of which that body corporate is also a subsidiary;
- (d) **"permitted transfer"** means any transfer of Shares expressly permitted under this Article 6 and the expression **"permitted transferee"** shall be read and construed accordingly;
- (e) **"Family Shares"** means, in relation to a Member, any Shares for the time being held by that Member or any of his Family Members or by the trustees of his Family Trust, in any such case, as a result of a previous permitted transfer or series of permitted transfers.

6.2 Family members, Family Trusts and SIPPS

- (a) Any Member who is an individual may at any time transfer Shares originally allotted to and still held by him to a person or persons shown to the reasonable satisfaction of the Board to be:
 - (i) a Family Member of his (provided they are over the age of 18 years of age); or
 - (ii) trustees to be held under a Family Trust for that Member, provided that the terms of the trust and identity of the trustees are approved in advance by the Board.
- (b) The trustees of a Family Trust may transfer Shares the subject of the Trust to any of the beneficiaries thereof (who are over the age of 18) in accordance with the rules of the trust or to any new or replacement trustee of that trust (subject to any such new trustee being approved in advance by the Board).
- (c) Any permitted transferee of an individual Member may transfer Shares to any other person over the age of 18 who would also be a permitted transferee of such original Member or back to the original Member himself.
- (d) Any Member, being an individual, may at any time transfer Shares to a SIPP of which he or any other of his Family Members is/are the beneficiaries.
- (e) Any Member who is the trustee of a SIPP on behalf of a SIPP Member may transfer the relevant Shares to any new or remaining trustees of such SIPP upon any change of the trustees thereof or to the relevant SIPP Member(s).
- (f) Any Member may transfer any Shares held by him to a nominee to be held as bare trustee for such Member (to the reasonable satisfaction of the Board) and any such nominee may transfer any such Shares back to the original Member or to any replacement nominee of such Member.
- (g) Any Member (being an individual) may transfer Shares to a company which is wholly owned by him (and any such company may transfer such Shares back to the original Member) provided that if such company ceases to be wholly owned by the relevant original Member, it shall immediately prior to ceasing to be so owned,

transfer such Shares back to the original Member and in default thereof shall be deemed to have served a Transfer Notice in respect of such Shares.

6.3 Groups of companies

- (a) Any Member which is a body corporate may at any time transfer any Shares held by it to
 - (i) a member of the same group as that Member; or
 - (ii) a nominee of that Member.
- (b) Where Shares have been transferred under Article 6.3(a) (whether directly or indirectly or by a series of such transfers) from a Member (the "**Transferor**") to a member of the same group as the Transferor or nominee (the "**Transferee**") and subsequent to such transfer the Transferee ceases to be a member of that group or nominee (as applicable), the Transferee shall forthwith transfer all the Shares held by it back to the Transferor or to any other continuing member of the same group as the Transferor or nominee (for such consideration as they agree) and if they do not do so within 28 days of the date upon which the Transferee ceases to be a member of the same group or nominee, the directors may (and will if so requested by the Investor Directors) at any time thereafter require the Transferee to serve a Transfer Notice in respect of such Shares.

6.4 Transfers with approval

A Shareholder may transfer all or any of his / its Shares to any third party or to any other Shareholder without restrictions on price or otherwise, with the prior written consent of the Investors.

6.5 Entire interest

Except as otherwise provided herein, any transfer of any Share pursuant to this Article 6 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share, free from any lien, charge or other encumbrance.

7 VOLUNTARY TRANSFERS

- 7.1 Except as expressly permitted under Article 6 (*Permitted Transfers*) or pursuant to Article 9 or 10, any Member who wishes to transfer any Share or any interest therein (a "**Vendor**") shall, before transferring or agreeing to transfer such Share or interest (and hereafter references to Share shall be read and construed as including a reference to any interest in it), serve notice in writing (a "**Transfer Notice**") on the Company of his wish to make that transfer.
- 7.2 In the Transfer Notice the Vendor shall specify the number of Shares which he wishes to transfer ("**Sale Shares**"), the identity of the person (if any) to whom the Vendor wishes to transfer the Sale Shares, the price per Share at which the Vendor wishes to transfer the Sale Shares (the "**Proposed Price**") and any other terms relating to the proposed transfer of the Sale Shares.
- 7.3 Each Transfer Notice shall constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 7 and, save as provided in Article 7.5, shall be irrevocable.
- 7.4 The Sale Shares shall be offered for purchase in accordance with this Article 7 at a price per Sale Share (the "**Sale Price**") as notified by the Vendor or, in the case of a Deemed Transfer Notice, as agreed between the Vendor and the Board or, in default of such

agreement by the end of the tenth business day after the date of service of the Transfer Notice, the lower of (where appropriate):

- (a) the Proposed Price (if any); and or
- (b) the price per Share reported on by the Valuers as their written opinion of the open market value of the Sale Shares in accordance with Article 7.12 (the "**Market Value**") as at the date of service of the Transfer Notice.

7.5 If the Market Value is reported on by the Valuers under Article 7.4 to be less than the Proposed Price, the Vendor may revoke the Transfer Notice by written notice given to the Board within the period of 10 business days after the date the Board serves on the Vendor the Valuers' written opinion of the Market Value (the "**Withdrawal Period**").

7.6 No more than 15 business days after the Sale Price has been agreed or determined, the Board shall give an Offer Notice ("**Offer Notice**") to all Members (excluding the Vendor and any person who holds Shares as a permitted transferee of the Vendor) offering the Sale Shares pro-rata to their respective Shareholdings.

7.7 An Offer Notice shall expire 15 business days after its service and shall:

- (a) specify the Sale Price;
- (b) contain the other information set out in the Transfer Notice; and
- (c) state that in the event that any Member does not take up their pro-rata entitlement to the Sale Shares, any remaining Sale Shares (the "**Excess Sale Shares**") may be applied for in any amount by the other Members to whom the Offer Notice is sent. Should the aggregate amount of Excess Sale Shares applied for exceed the number of Excess Sale Shares available, the Excess Sale Shares will be allocated to the relevant accepting Members as nearly as practicable on a pro-rata basis calculated by reference to such offerees' respective existing Shareholdings in the Company; and
- (d) invite the relevant Members to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares (including if relevant, Excess Sale Shares) specified by them in their application.

7.8 Within 5 business days of the expiry date of the Offer Notice, the Board shall give notice in writing (a "**Sale Notice**") to the Vendor and to each person to whom Sale Shares have been allocated (each a "**Purchaser**"), specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the total price payable for them.

7.9 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice when the Vendor shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relative share certificate(s) to the Company on behalf of all the Purchasers (or an indemnity in respect of any which is lost).

7.10 The Vendor may, during the period of 40 business days commencing 10 business days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which a Sale Notice has not been given by way of *bona fide* sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any other person at any price per Sale Share which is not less than the Sale Price provided that the Vendor may not transfer any such Share and the Board shall not register any transfer to a transferee who is not at that date a Member unless such transferee is first approved in writing by the Board. The provisions of Article 10 (*Tag Along*) shall apply to any such transfer. Without prejudice to the foregoing, no person may be registered as a Shareholder without first adhering to any

shareholders' agreement relating to the Company at the relevant time to the extent required by the terms thereof or otherwise by the Board at the relevant time.

- 7.11 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 7:
- (a) the Board may (and will if so requested by the Investor Directors) authorise some person (who shall be deemed to be irrevocably appointed as the agent or attorney of that Vendor for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Vendor's behalf;
 - (b) the Company may receive the purchase money for such Sale Shares from the relevant Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares;
 - (c) the Company shall hold any such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held;
 - (d) the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it; and
 - (e) after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article 7.11, the validity of the proceedings shall not be questioned by any person.
- 7.12 If instructed to report on their opinion of Market Value under Article 7.4, the Valuers:
- (a) shall act as expert and not as arbitrator and their written determination shall be final and binding on the Members (except in the case of manifest error); and
 - (b) shall proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the class of shares of which the Sale Shares forms part, divided by the number of issued shares of that class taking no account of any premium or any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares; and
 - (c) are entitled in their absolute discretion to appoint legal or other professional advisers to advise on the interpretation and effect of any records or documents provided to it for the purposes of determining the Market Value.
- 7.13 Each of the Company and the Vendor will provide such assistance and copy documentation or access to records as the Valuers shall reasonably require of them so as to enable them to fulfil their duties as Valuers and will generally use their respective reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board within 28 days of being requested to do so. Upon receipt of the Valuers' report, the Company will send a copy of the same to the Vendor as envisaged in Article 7.5.
- 7.14 The Valuers' fees and expenses for reporting on their opinion of the Market Value and the fees and expenses of any legal or other advisers appointed by them as envisaged in Article 7.12(c) shall be paid as to one half by the Vendor and as to the other half by the Company unless:
- (a) the Valuers direct otherwise given their finding and the respective positions of the parties in their proceedings with the Valuers when the fees will be paid in such proportions as the Valuers shall direct; or

- (b) the Vendor revokes the Transfer Notice pursuant to Article 7.5 or none of the Sale Shares are purchased pursuant to this Article 7 when, in either such case, the Vendor shall be liable to pay all such fees and expenses.

8 COMPULSORY TRANSFER

8.1 In this Article 8, a "**Transfer Event**" occurs, in relation to any Member:

- (a) if that Member being an individual:
 - (i) has a bankruptcy order made against him or is declared bankrupt; or
 - (ii) except where Article 8.1(d) applies, dies; or
 - (iii) except where Article 8.1(d) applies, suffers from any mental disorder or becomes subject to any court order as regards their mental health; or
 - (iv) having acquired shares as a Family Member of a previous Member pursuant to a permitted transfer, ceases to be such a Family Member of such person (including as a result of divorce),

and within the following 6 months of the Company becoming aware of the same, the Board resolves (which it will if so directed by the Investor Directors) that such event is a Transfer Event in relation to that Member for the purposes of this Article 8; or

- (b) if that Member makes or offers or purports to make any arrangement or composition with his creditors generally and, within the following 6 months of the Board becoming aware of the same, the Board resolves (which it will if so directed by the Investor Directors) that such event is a Transfer Event in relation to that Member for the purposes of this Article 8; or

- (c) if that Member being a body corporate:
 - (i) has a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets;
 - (ii) has an administrator appointed in relation to it;
 - (iii) enters into liquidation (other than a voluntary liquidation for the purpose of a *bona fide* scheme of solvent amalgamation or reconstruction);
 - (iv) has any equivalent action in respect of it taken in any jurisdiction; or
 - (v) fails to serve a Transfer Notice within 10 business days of being so required pursuant to Article 6.3(b); or

- (d) if a Member who is at any time a director (not including an Investor Director) or employee of a member of the Group:

- (i) ceases to hold such office or employment; and
- (ii) does not remain or thereupon immediately become a director or employee of another member of the Group;

and, within the following 6 months the Board resolves (which it will if so directed by the Investor Directors) that such event is a Transfer Event in relation to that Member for the purposes of this Article 8;

- (e) if a Member or any Family Member or the trustees of any Family Trust of a Member shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles and the Board resolves (which it will if so directed by the Investor Directors) within the period of 6 months of its becoming aware of the same that such circumstance is a Transfer Event in relation to such person (when such person will also, save to the extent the Board resolves otherwise, be treated as a Bad Leaver as if the provisions of Articles 8.5 and 8.6 applied to them in such circumstances);
 - (f) fails to issue a Transfer Notice within 14 days of being so required pursuant to Articles 5.3 or 5.4; or
 - (g) whenever a deemed transfer notice is otherwise required of any Member in accordance with Article 6.
- 8.2 Upon the occurrence of a Transfer Event, the Member in respect of whom it is a Transfer Event (the "**Relevant Member**") and (where appropriate) any other Member who has previously acquired Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by such Member(s) (a "**Deemed Transfer Notice**").
- 8.3 A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have by then been validly transferred pursuant to that previous Transfer Notice.
- 8.4 Notwithstanding any other provision of these Articles, if the Board so resolves (which it will if so requested by the Investor Directors) in relation to any Shares, any Member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Shares.
- 8.5 The Shares the subject of a Deemed Transfer Notice shall be offered for sale in accordance with Article 7 (*Voluntary Transfers*) as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Vendor the person who is deemed to have given the Deemed Transfer Notice save that:
- (a) subject to Article 8.6, the Sale Price shall be a price per Sale Share agreed between the Vendor and the Board or, in default of agreement within 10 business days after the making of the notification or resolution under Article 8.1 that the same is a Transfer Event, the Market Value; and
 - (b) in the case of any Transfer Event arising under Article 8.1(d), the Company shall have the right (but not the obligation) prior to any such offer being made to the other Shareholders under Article 7, itself to buy back any such Sale Shares or which Purchasers are not found at the Sale Price or to direct that some other to nominate some other person as being entitled to acquire such Shares at the relevant Sale Price (including to any person on the condition such Shares shall be used to fulfil the future exercise of employee options if so required by the Company).
- 8.6 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within Article 8.1(d) shall:
- (a) if the Relevant Member is a Good Leaver (as defined in Article 8.7), be their Market Value; and
 - (b) if the Relevant Member is a Bad Leaver (as defined in Article 8.7), be the lower of their Issue Price and their Market Value.

8.7 In Articles 8.6:

- (a) **"Good Leaver"** means a Relevant Member who ceases to be a director or employee and the cessation occurs as a result of his death, illness (including mental illness), permanent disability, permanent incapacity through ill-health, redundancy, retirement on reaching an agreed retirement age, or otherwise where the Board so determines or where a Relevant Member ceases to be employed by any Group Company as a result of a Group Company ceasing to be a Group Company; and
- (b) **"Bad Leaver"** means, save to the extent the Board determines otherwise, any Relevant Member who ceases to be a director or employee as a result of any reason other than those set out in Clause 8.7(a) above and, in the case of a Founder, to the extent that the Founder does not take up employment with the Company on terms approved by the Investors on or before 31 December 2018 (or such later date as the Investors may agree) under the terms of a service contract entered into with the Company and the Founder approved in advance by the Investors (and for the purposes hereof, any such Founder shall be treated for all purposes as a leaver for the purposes of Article 8.1(d) notwithstanding the provisions thereof).

8.8 A Member who is deemed to have served the Transfer Notice under this Article 8 shall be excluded from any offer under Article 3.2 or Article 7.6.

9 **PULL ALONG**

9.1 If Shareholders between them holding not less than 55% of the then issued share capital of the Company, together being the **"Selling Shareholders"**, wish to transfer all their Shares (the **"Relevant Shares"**) pursuant to a third party offer for sale of the Company, the Selling Shareholders shall have the option (the **"Pull Option"**) to require all the other holders of Shares to transfer all their shares with full title guarantee to the same Third Party Purchaser (or as he shall direct) in accordance with this Article 9:

9.2 Subject as provided in Article 9.1, the Selling Shareholders may exercise the Pull Option by giving notice to that effect (a **"Pull Notice"**) to all other Members (the **"Pulled Shareholders"**) at any time before the registration of the transfer of the Relevant Shares. A Pull Notice shall specify that the Pulled Shareholders are required to transfer all their shares (the **"Pulled Shares"**) pursuant to Article 9.1 to the Third Party Purchaser, the price at which the Pulled Shares are to be transferred (determined in accordance with Article 9.4), the proposed date of transfer and the identity of the Third Party Purchaser.

9.3 A Pull Notice is irrevocable but the Pull Notice and all obligations thereunder will lapse if for any reason the Relevant Shares are not transferred by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Pull Notice.

9.4 The Pulled Shareholders shall be obliged to sell the Pulled Shares at the price specified in the Pull Notice which shall equal the price per share at which the Selling Shareholders are selling the Relevant Shares.

9.5 Completion of the sale of the Pulled Shares shall take place on the same date as the date proposed for completion of the sale of the Relevant Shares unless:

- (a) all of the Pulled Shareholders and the Selling Shareholders agree otherwise; or
- (b) that date is less than 14 days after the date of the Pull Notice, when it shall be deferred until the fourteenth day after the date of the Pull Notice,

provided that in all circumstances, the sale of the Pulled Shares will be subject to the due completion of the sale of the Relevant Shares on the terms contemplated by this Article 9.

- 9.6 Each of the Pulled Shareholders shall on service of the Pull Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his agent and attorney to execute any stock transfer form and any other documents and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Pulled Shares pursuant to this Article 9.
- 9.7 Upon any person, following the issue of a Pull Notice, becoming a Shareholder (or increasing an existing shareholding) including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, shares ("**New Shareholder**"), a Pull Notice shall be deemed to have been served upon the New Shareholder, on the same terms as the previous Pull Notice, who shall then be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser (or as the Third Party Purchaser may direct) and the provisions of this Article 9 shall apply mutatis mutandis to the New Shareholder, save that completion of the sale of such shares shall take place forthwith upon the later of the Pull Notice being deemed served on the **New Shareholder** and the date of completion of the sale of the Pulled Shares. References in this Article 9.7 to a person becoming a Shareholder (or increasing an existing shareholding) shall include the Company, in respect of the acquisition of any of its own shares.
- 9.8 The provisions of this Article 9 shall prevail over any contrary provisions of these Articles including rights of pre-emption and other restrictions contained in these Articles which shall not apply on any sale and transfer of Shares to the Third Party Purchaser named in a Pull Notice. Any Transfer Notice or Deemed Transfer Notice served in respect of any Share shall automatically be revoked by the service of a Pull Notice.
- 10 **TAG ALONG**
- 10.1 In the event of any sale (not including by way of a Permitted Transfer) in part of the shareholding by any Shareholder (the "**Vendor Shareholder**"), each of the other Shareholders shall have the option to require the intended buyer of such Shares to acquire the same proportion of their own Shares as he is acquiring of the Vendor Shareholder's holding of Shares at the same time and at the same price and no transfer of the Vendor Shareholder's Shares shall be completed unless and until the Buyer satisfies his obligations hereunder to any other Shareholder(s) who wish to exercise their rights under this Article 10.1.
- 10.2 Subject to Article 9 (*Pull Along*) but notwithstanding any other provision in these Articles (other than Article 6 and Article 8), no sale or transfer or other disposition of any interest in Shares (the "**Specified Shares**") shall have any effect if it would result in a Change of Control unless, before the relevant transfer(s) is/are lodged for registration, the envisaged Third Party Purchaser has made a *bona fide* offer in accordance with this Article 10 to purchase at the Specified Price (as defined in Article 10.4), all of the shares held by all other Members not acting in concert or otherwise connected with the Third Party Purchaser (the "**Uncommitted Shares**").
- 10.3 An offer made under Article 10.2 ("**Tag Offer**") shall be in writing, open for acceptance for at least 21 days and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.
- 10.4 For the purposes of this Article 10:
- (a) the expression "**transfer**", "**transferor**" and "**transferee**" include respectively the renunciation of a renounceable letter of allotment and any renouncer and renounee of such letter of allotment; and
 - (b) the expression "**Specified Price**" means the price per share at least equal to the highest price paid or payable by the Third Party Purchaser or persons acting in concert with him or connected with him for any shares of the same class within the

previous twelve months (including the Specified Shares) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares 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 Specified Shares provided always that an equal value shall be attributed to all Shares including the Specified Shares; and

- (c) if any part of the Specified Price is payable otherwise than in cash, any Member holding Uncommitted Shares, may require, as a condition of his acceptance of the Tag Offer, to receive on transfer all or any of the price offered for his Uncommitted Shares in cash.

11 GENERAL MEETINGS

- 11.1 Subject to Article 11.2 below, the quorum for the transaction of business at any general meeting of the Company shall be a minimum of five Members present in person or by proxy.
- 11.2 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week, at the same time and place (or to such other day and at such other time and place as all the Shareholders may agree in writing). If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, the shareholder(s) present shall form a quorum.

12 NUMBER OF DIRECTORS

The number of directors shall not be subject to any maximum.

13 INVESTOR DIRECTORS

- 13.1 For so long as s/he holds not less than 5% of the issued share capital of the Company (by number), each Investor may at any time act as or, with the prior approval of each of the other Investors at the relevant time, appoint and maintain some other person as a director of the Company ("**Investor Director**" which expression shall, where the context so permits, include a duly appointed alternate of any such director) and at any time to remove any Director so appointed from office. Any appointment or removal of an Investor Director shall be in writing served on the Company and shall take effect at the time it is served on the Company or (if later) the date expressly stated therein, whichever is earlier.
- 13.2 Notice of meetings of the Board shall be served on an Investor Director whilst s/he is absent from the United Kingdom.
- 13.3 Upon written request, the Company shall procure that an Investor Director is forthwith appointed as a director of any other member of the Group indicated in such request.

14 ALTERNATE DIRECTORS

- 14.1 Any director may appoint another person approved by the Board (such approval not to be unreasonably withheld or delayed) to act as his alternate except that no alternate appointed by an Investor Director shall be subject to the prior approval of the Board.
- 14.2 A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum.
- 14.3 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

15 PROCEEDINGS OF DIRECTORS

15.1 The quorum for the transaction of business of the Board shall for so long as there is more than a sole director, be two directors, one of whom shall be the Investor Director (if any) appointed by Jolyon Connell unless:

- (a) the Investor Directors (including Jolyon Connell) have previously agreed otherwise in writing; or
- (b) there are no Investor Directors in office at that time,

provided that in the event that such a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same time and place 2 business days later at which meeting the director(s) present shall constitute a quorum. All decisions of the Board shall be taken by simple majority decision and all directors shall have one vote provided that, on any resolution of the Board (including any to be taken in writing) Jolyon Connell, for so long as he acts as an Investor Director shall be deemed to have one additional vote to all other votes of all other directors cast in the resolution.

15.2 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

15.3 Any director may validly participate in a meeting of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting is.

15.4 Except with the prior written consent of the Investor Directors:

- (a) the Board shall not delegate any of its powers to a committee;
 - (b) physical meetings of the Board shall not be held outside the United Kingdom.
- 15.5 Jolyon Connell may, for so long as he acts as an Investor Director and so requires, act as Chairman of the Board.
- 15.6 Subject to Article 15.8, the Board may authorise any matter which would, if not so authorised, result in a director infringing his duty under section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company.
- 15.7 Any authorisation of a matter under this Article shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised. A reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 15.8 Any authorisation given pursuant to Article 15.5 will only be effective if the director in question provides the Board with details of the matter in respect of which authorisation is being sought (including the nature and extent of his interest in such matter) (but not so that he is obliged to breach any duty of confidence he owes to any other person) or in such other manner as the Board may from time to time direct.
- 15.9 In relation to any matter authorised by the Board in accordance with the provisions of Article 15.5 the Board may (for so long as it reasonably believes such conflict of interest (or possible conflict of interest) subsists):
- (a) require that director to absent himself from any meeting of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise;
 - (b) require the relevant director to abstain from voting at any meeting of the Board on any resolution relating to any matter that gives rise to the conflict of interest or possible conflict of interest; and
 - (c) make arrangements whereby he will not be given any documents or information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company.
- 15.10 Subject to his declaring the nature and extent of the interest in accordance with Section 184 or 185 of the Act (save in the case of an interest falling within paragraph (a) below which shall not require to be so declared), a director may have an interest of the following kind:
- (a) where his interest cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (b) any interest arising as a result or consequence of the director's appointment as an Investor Director;
 - (c) where the director (or a person connected with him) is a director or other officer of or employed by or otherwise interested (including by the holding of shares) in any Relevant Company;
 - (d) where the director (or person connected with him) is a party to, or otherwise interested in any contract, transaction or arrangement with a Relevant Company or in which the Company is otherwise interested;
 - (e) where the Director (or any person connected with him) acts (or any firm of which is a partner, employee or member acts) in a professional capacity for a Relevant Company whether or not he is remunerated for such actions.

15.11 For the purposes of Article 15.9:

15.11.1 a "**Relevant Company**" shall mean;

- (i) the Company;
- (ii) any other Group company;
- (iii) any body corporate promoted by the Company; or
- (iv) any body corporate in which the Company is otherwise interested; and

15.11.2 a person is connected with a director if he is connected to him in terms of Section 252 of the Act.

15.12 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or any person connected with him) derives from any contract, transaction or arrangement or from any office, employment or position which has been approved by the Board pursuant to Article 15.5.

16 **NOTICES AND COMMUNICATIONS**

16.1 The Company may send, supply or give any document, information or notice to a member by hard copy, electronic form or by making that document or information available on a website and giving notice of the availability of that document or information to the relevant member (provided that member has individually agreed (or is deemed to have agreed) to the Company sending or supplying documents or information generally or those documents or information in question to him by means of a website), in each case subject to the provisions of sections 1143 to 1148 and Schedule 5 of the Act.

16.2 A notice given by means of a website shall be deemed to have been sent, supplied or given when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

16.3 Any document, information or notice which is required to be sent or given to the Company shall be sent by hard copy or electronic form in each case, subject to the provisions of sections 1143 to 1148, Schedule 4 and Schedule 5 of the Act.

16.4 Proof that an envelope containing a document, notice or information was properly addressed, prepaid and posted shall be conclusive evidence that the document, notice or information was sent, supplied or given by post. A comprehensive transaction report or log generated by fax machine, suitably certified by or on behalf of the company, shall be conclusive evidence that a document, notice or information was sent, supplied or given by fax. A copy of a record of the total number of recipients sent to or each recipient to whom an e-mail message was sent together with any notices of failed transmissions and copies of records of subsequent re-sending, suitably certified by or on behalf of the company, shall be conclusive evidence that the document, notice or information was sent, supplied or given by e-mail.

17 **INDEMNITY**

17.1 A director may be indemnified out of the Company's assets against any liability (other than a liability to the Company or an associated company) which that director incurs in connection with:

- (a) civil proceedings relating to the Company or an associated company (other than a liability incurred in defending proceedings brought by the Company or an associated company in which final judgment is given against the directors);

- (b) criminal proceedings relating to the Company or an associated company (other than a fine imposed in such proceedings, or a liability incurred in defending proceedings in which the relevant director is convicted and the conviction is final);
- (c) regulatory action taken by or a regulatory investigation by a regulatory authority in relation to the company or an associated company (unless a sum is payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising));
- (d) any application for relief under section 1157 of the Act (general power of court to grant relief in case of honest and reasonable conduct);

unless the court refuses to grant the director relief, and the refusal of relief is final.

18 **SHARE CERTIFICATES ETC.**

The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two directors or any one director and the Company Secretary.