

**Company number: 11483187**

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**

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**NEW  
ARTICLES OF ASSOCIATION  
OF  
BETR TECHNOLOGY LTD  
(Adopted by a special resolution  
passed on 14 March 2022)**

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**1 Introduction and definitions**

- 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 prior to the date of adoption of these articles (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following 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; and
  - (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;
- 1.4 In these Articles the following words and expressions shall have the following meanings:
- |                          |  |
|--------------------------|--|
| <b>100% holder</b>       | has the meaning given in limb (d) of the definition of Permitted Transferee;   |
| <b>Act</b>               | means the Companies Act 2006 (as amended from time to time);   |
| <b>Acting in Concert</b> | has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);  |
| <b>Actions</b>           | shall have the meaning given in Article 4.3;   |
| <b>Arrears</b>           | means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared 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;
<b>Asset Sale</b>	means the disposal (which shall include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business) by the Company of all or substantially all of its undertaking and assets;
<b>Associate</b>	in relation to any person means: <ul style="list-style-type: none"> <li>(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 and (whether or not an associate as so determined);</li> <li>(b) any Member of the same Group;</li> <li>(c) any Member of the same Fund Group;</li> </ul>
<b>Auditors</b>	means the auditors of the Company from time to time;
<b>Available Profits</b>	means profits available for distribution within the meaning of part 23 of the Act;
<b>Bad Leaver</b>	means a Founder or Employee who ceases to be an Employee for any of the following reasons: <ul style="list-style-type: none"> <li>a) in respect of a Founder: <ul style="list-style-type: none"> <li>(i) termination of that Founder's contract of employment for Cause;</li> <li>(ii) the voluntary termination by a Founder of his contract of employment (other than in circumstances amounting to constructive dismissal by the Company); or</li> <li>(iii) resignation by a Founder either as a director and/or as an employee without the prior approval of the Board (including an Investor Director);</li> </ul> </li> <li>b) in respect of an Employee (other than a Founder), termination of that Employee's contract of employment, consultancy or directorship for Cause;</li> </ul>
<b>Board</b>	means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;
<b>Business Day</b>	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);
<b>Cause</b>	means, in respect of a Founder or Employee: <ul style="list-style-type: none"> <li>a) gross misconduct or a material or repudiatory breach of the terms of his employment agreement or any other agreement with the Company, including any material breach of obligations to the Company concerning confidentiality or intellectual</li> </ul>

	property or non-compliance with non-compete obligations applicable during the term of his employment, consultancy and/or directorship agreement;
	b) fraud, acts of dishonesty or any acts that are injurious to or a material discredit the Company or its reputation;
	c) being convicted of, or entering a plea of no contest to, a criminal offence (other than (i) a traffic violation (ii) an insolvency conviction outside of the UK or (iii) a minor technical offence which does not cause any reputational or practical damage to the Company); or
	d) refusal or failure to substantially perform his duties and responsibilities to the Company lawfully prescribed to him by the Company's Board of Directors after reasonable notice of such failure and a reasonable opportunity to cure such failure.
<b>Civil Partner</b>	means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;
<b>Company</b>	means BETR Technology Ltd, (company number 11483187);
<b>Company's Lien</b>	has the meaning given in Article 34.1;
<b>Conditions</b>	has the meaning given in Article 7.1;
<b>Connected Person</b>	means in relation to any person, any other person: (a) who is a connected person (as defined in section 1122 of CTA 2010; or (b) with whom the first mentioned person in Acting in Concert;
<b>Controlling Interest</b>	means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the CTA 2010;
<b>Conversion Date</b>	has the meanings given in Article 7.1 and Article 7.2(a) (as applicable);
<b>Co-Sale Notice</b>	has the meaning given in Article 19.2;
<b>Costs of Sale</b>	the professional and advisory fees and expenses incurred by the Company or the Selling Sellers in connection with the sale of the Company;
<b>CTA 2010</b>	means the Corporation Tax Act 2010;
<b>Date of Adoption</b>	means the date on which these Articles were adopted;
<b>Deferred Conversion Date</b>	means the date that a departing Founder's Unvested Founder Shares or a departing Employee's Unvested Z Shares and/or Unvested Y Shares convert into Deferred Shares pursuant to Article 17.1, Article 17.6 and/or Article 17.7 (as applicable);
<b>Deferred Shares</b>	means deferred shares of £0.00001 each in the capital of the Company from time to time;
<b>Director(s)</b>	means a director or directors of the Company from time to time;
<b>Drag Consideration</b>	has the meaning given in Article 20.4;
<b>Drag Completion</b>	has the meaning given in Article 20.6;
<b>Drag Documents</b>	has the meaning given in Article 20.6;
<b>Effective Termination Date</b>	means the date on which a Founder's employment or consultancy terminates;
<b>electronic address</b>	has the same meaning as in section 333 of the Act;

<b>electronic form</b>	and “ <b>electronic means</b> ” have the same meaning as in section 1168 of the Act;
<b>Eligible Director</b>	means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;
<b>Employee</b>	means an individual who is employed by, is a director of, or who provides consultancy services to, the Company or any member of the Group;
<b>Employment Termination Date</b>	means the date on which an Employee's employment, directorship or consultancy ends (other than a Founder);
<b>Encumbrance</b>	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);
<b>Equity Holder</b>	has the meaning given in Article 19.2.
<b>Equity Securities</b>	has the meaning given in sections 560(1) to (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;
<b>Equity Shareholders</b>	means the holders of the Equity Shares (but excludes the Company holding Treasury Shares);
<b>Equity Shares</b>	means the Shares other than the Deferred Shares;
<b>Excess Shares</b>	in relation to a Shareholder, Sale Shares in excess of his pro rata shareholding of Equity Shares in issue;
<b>Exit</b>	means a Share Sale, an Asset Sale or IPO;
<b>Expert Valuer</b>	is as determined in accordance with Article 15.2;
<b>Fair Value</b>	is as determined in accordance with Article 15;
<b>Family Trusts</b>	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 to or 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;
<b>Financial Institution</b>	means any financial investor authorised by or registered with the Financial Services Authority or the Financial Conduct Authority or the Prudential

<b>Financial Year and Financial Period</b>	Regulation Authority (as the case may be) (or a financial investor registered with the equivalent body or authority in the country of the relevant financial investor's principal place of business); means an accounting reference period (as defined by the Act) of the Company;
<b>FOMCAP</b>	means FOMCAP IV LP, a limited partnership registered in England and Wales under registered number LP018611 acting by its manager, Force Over Mass Capital LLP a limited liability partnership registered in England and Wales with partnership number OC389516 and nominee or custodian of FOMCAP IV LP (including for the avoidance of doubt, FOMCAP IV GP LP);
<b>FOMCAP Director</b>	means a Director appointed by FOMCAP pursuant to Article 26.1;
<b>FOMCAP Group</b>	means FOMCAP IV LP (acting by the FOMCAP Manager), FOMCAP IV GP LP, FOMCAP Manager and/or any fund managed by the FOMCAP Manager and/or any nominee or custodian of such fund;
<b>FOMCAP Manager</b>	means Force Over Mass Capital LLP or such other person who may subsequently be appointed to act as manager of any fund within the FOMCAP Group;
<b>Forward</b>	means Forward Partners II Limited Partnership acting by its general partner, Forward Partners General Partner Limited a company registered in England and Wales with company number 08868302 and whose registered office is at Commercial Unit 2, Aurora Building, 124 East Road, London, N1 6FD and its Permitted Transferees;
<b>Forward Affiliate</b>	means any person (a " <b>Forward Controller</b> ") that, directly or indirectly, controls Forward or another person that is directly or indirectly controlled by the Forward Controller including, without limitation, any general partner, managing member, officer or director of such person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such person;
<b>Forward Director</b>	means a Director appointed by Forward pursuant to Article 26.2;
<b>Founder</b>	means Thomas Olszewski;
<b>Frontline</b>	means The Frontline Venture Fund II Limited Partnership, whose registered office is at 26-28 Lombard Street East, Dublin 2, Ireland, acting by its manager, Frontline Ventures Management Limited, a company incorporated in Ireland with registered number 585248 whose registered office is at 26-28 Lombard Street East Dublin 2, and any of its Permitted Transferees, successors or assigns;
<b>Frontline Group</b>	means Frontline, the Frontline Venture Fund I Limited Partnership, the Frontline Venture Fund III Limited Partnership, the Frontline EMEA Expansion Fund Limited Partnership, Frontline Ventures Management Company Limited, Frontline Ventures (GP) Limited, Frontline Ventures Fund II (GP)



Limited, Frontline Ventures Fund III (GP) Limited, FV EMEA Expansion I GP Limited, FV Fund Principals Limited, FV Fund II Principals Limited, FV EMEA Principals I Limited and any affiliates or associates of any of them, any successor to any of them, every fund, investment company and partnership owned or controlled or managed by any such company or partnership and all of the partners in and of such partnership or any trust nominated by any of the aforesaid parties provided always that such trust is beneficially owned by one or a number of the shareholders of any of the aforesaid companies and any director or employee of the aforesaid companies

<b>Fully Diluted Basis</b>	<p>means at any time with respect to any class or type of shares in the capital of the Company:</p> <p>(a) all issued shares of that class or type of shares;</p> <p>(b) all such shares issuable in respect of securities (whether vested or unvested) convertible into or exchangeable for those shares; and</p> <p>(c) all shares issuable in respect of options, warrants or other rights (whether vested or unvested) or obligations;</p>
<b>Fund Manager</b>	means a person whose principal business is to make, manage or advise upon investments in securities;
<b>Good Leaver</b>	means, in respect of a Founder or Employee, where a Founder or an Employee ceases to be an Employee in circumstances where he is not a Bad Leaver;
<b>Group</b>	means the Company and its Subsidiary Undertaking(s) (if any) from time to time and " <b>Group Company</b> " shall be construed accordingly;
<b>hard copy form Holding Company</b>	has the same meaning as in section 1168 of the Act; means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company;
<b>Hurdle</b>	means £361,110;
<b>Initial Offer</b>	has the meaning set out in Article 11.2;
<b>Investor Directors</b>	means the FOMCAP Director and the Forward Director (and reference to an " <b>Investor Director</b> " shall mean either one of them as the context requires;
<b>Investor Majority</b>	means the holders of more than 55% of the aggregate of the Seed Plus Shares and Series A Shares in issue from time to time (excluding Shares held as Treasury Shares);
<b>Investor Majority Consent</b>	means the prior written consent of the Investor Majority;

<b>Investors</b>	means the holders of the Seed Shares, Seed Plus Shares, and Series A Shares (excluding any Shares held as Treasury Shares);
<b>IPO</b>	means the admission 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 Financial Conduct Authority or on 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);
<b>ITEPA</b>	means Income Tax (Earnings and Pensions) Act 2003;
<b>Issue Price</b>	means the price at which the relevant Share is issued, including any premium;
<b>Lien Enforcement Notice</b>	has the meaning given in Article 34.3;
<b>a Member of the same Fund Group</b>	<p>means if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an "<b>Investment Fund</b>") or is a nominee of that Investment Fund:</p> <ul style="list-style-type: none"> <li>(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);</li> <li>(b) any Investment Fund managed or advised by that Fund Manager;</li> <li>(c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager; or</li> <li>(d) any trustee, nominee or custodian of such Investment Fund and vice versa;</li> </ul>
<b>a Member of the same Group</b>	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;
<b>NASDAQ</b>	means the NASDAQ Stock Market of the NASDAQ OMX Group Inc.;
<b>New Securities</b>	means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 11.5) excluding for the avoidance of doubt (i) any Treasury Shares transferred by the Company after the Date of

<b>New Shareholder</b>	Adoption, (ii) shares issued on the conversion of any debenture, warrant, option or other convertible security and (iii) shares issued on a stock split, stock dividend or any subdivision of shares;
<b>Next Funding Round</b>	has the meaning given in Article 20.11; means completion of any equity funding round in the Company of £2.5 million or more over a 6 month period and for these purposes equity funding round shall exclude (i) any convertible debt investment and (ii) funding raised by the issue of Series A Shares within 3 months of the Date of Adoption;
<b>Offer Shares</b>	has the meaning set out in Article 11.2;
<b>Offer by Way of Rights</b>	has the meaning set out in Article 7.13;
<b>Ordinary Shareholders</b>	means the holders from time to time of the Ordinary Shares (but excludes the Company holding Treasury Shares);
<b>Ordinary Shares</b>	means the ordinary shares of £0.00001 each in the capital of the Company from time to time;
<b>Original Date of Adoption</b>	means 25 June 2021;
<b>Original Shareholder Permitted Transfer</b>	has the meaning set out in Article 13.1; means a transfer of Shares in accordance with Article 13;
<b>Permitted Transferee</b>	means: <ul style="list-style-type: none"> <li>(a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies;</li> <li>(b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) means any Member of the same Group;</li> <li>(c) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group;</li> <li>(d) in relation to an Investor: <ul style="list-style-type: none"> <li>(i) to any Member of the same Group;</li> <li>(ii) to any Member of the same Fund Group;</li> <li>(iii) to any nominee of an Investor;</li> <li>(iv) to any natural person who owns the entire issued share capital of an Investor which is a company ("100% holder") or to any other company wholly owned by such 100% holder; and</li> </ul> </li> <li>(e) in relation to Frontline, any member of the Frontline Group;</li> </ul>

	(f) in relation to Forward, to and from a Forward Affiliate;
	(g) in relation to FOMCAP, to and from any member of the FOMCAP Group;
<b>Preference Amount</b>	means a price per share equal to the Issue Price for such share together with a sum equal to any Arrears;
<b>Preference Proceeds</b>	means such amount of the Liquidation Proceeds already dealt with in accordance with Articles 3.1(a) to 3.1(c) (inclusive);
<b>Privileged Relation</b>	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);
<b>Proceeds of Sale</b>	means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by an Investor Majority;
<b>Proposed Exit</b>	has the meaning given in Article 5.3;
<b>Proposed Purchaser</b>	means a proposed purchaser who at the relevant time has made an offer on arm's length terms;
<b>Proposed Seller</b>	means any person proposing to transfer any shares in the capital of the Company;
<b>Qualifying Company</b>	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);
<b>Qualifying Person</b>	has the meaning given in section 318(3) of the Act;
<b>Realisation Price</b>	means the value of each Ordinary Share (excluding Treasury Shares) in issue immediately prior to an IPO, determined by reference to the price per share at which Ordinary Shares are to be offered for sale, placed or otherwise marketed pursuant to such IPO;
<b>Relevant Interest</b>	has the meaning set out in Article 29.5;
<b>Sale Shares</b>	has the meaning set out in Article 14.2(a);
<b>Second Offer Period</b>	has the meaning given in Article 14.7(c);
<b>Seed Plus Shareholders</b>	means the holders of the Seed Plus Shares (but excludes the Company holding Treasury Shares)
<b>Seedcamp</b>	Seedcamp IV LP, acting by its manager, Seedcamp Investment Management LLP
<b>Seed Plus Shares</b>	means the series seed plus preferred shares of £0.00001 each in the capital of the Company from time to time
<b>Seed Shareholders</b>	means the holders of the Seed Shares (but excludes the Company holding Treasury Shares);
<b>Seed Shares</b>	means the series seed preferred shares of £0.00001 each in the capital of the Company from time to time;
<b>Seller</b>	has the meaning set out in Article 14.2;
<b>Series A Shareholders</b>	means the holders of the Series A Shares (but excludes the Company holding Treasury Shares);

<b>Series A Shares</b>	means the series A shares of £0.00001 each in the capital of the Company from time to time;
<b>Shareholder</b>	means any holder of any Shares (but excludes the Company holding Treasury Shares);
<b>Share Option Plan(s)</b>	means the share option plan(s) of the Company, the terms of which have been approved by an Investor Majority;
<b>Shares</b>	means the Ordinary Shares, Deferred Shares, Seed Shares, Seed Plus Shares, Series A Shares, Y Shares and Z Shares from time to time;
<b>Share Sale</b>	means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result 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 where following completion of the sale 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;
<b>Subsidiary, Subsidiary Undertaking and Parent Undertaking</b>	have the respective meanings set out in section 1159 and 1162 of the Act;
<b>Transfer Notice</b>	shall have the meaning given in Article 14.2;
<b>Transfer Price</b>	shall have the meaning given in Article 14.2(c);
<b>Treasury Shares</b>	means shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;
<b>Trustees</b>	in relation to a Shareholder means the trustee or the trustees of a Family Trust;
<b>Unallocated Shares</b>	has the meaning given in Article 14.7(c);
<b>Unvested Founder Shares</b>	has the meaning given in Article 8.1;
<b>Unvested Y Shares</b>	has the meaning given in Article 8.6;
<b>Unvested Y1 Shares</b>	has the meaning given in Article 8.6;
<b>Unvested Y2 Shares</b>	has the meaning given in Article 8.6;
<b>Unvested Y3 Shares</b>	has the meaning given in Article 8.6;
<b>Unvested Y4 Shares</b>	has the meaning given in Article 8.6;
<b>Unvested Z Shares</b>	has the meaning given in Article 8.4;
<b>Vested Y Shares</b>	all Y Shares excluding Unvested Y Shares;
<b>Vested Y1 Shares</b>	all Y1 Shares excluding Unvested Y1 Shares;
<b>Vested Y2 Shares</b>	all Y2 Shares excluding Unvested Y2 Shares;
<b>Vested Y3 Shares</b>	all Y3 Shares excluding Unvested Y3 Shares;
<b>Vested Y4 Shares</b>	all Y4 Shares excluding Unvested Y4 Shares;
<b>Vesting Y Shares</b>	has the meaning given in Article 8.6;
<b>Y Shares</b>	means the Y1 Shares, the Y2 Shares, the Y3 Shares and the Y4 Shares;
<b>Y1 Shares</b>	means the Y1 ordinary shares of £0.00001 each in the capital of the Company;
<b>Y2 Shares</b>	means the Y2 ordinary shares of £0.00001 each in the capital of the Company;
<b>Y3 Shares</b>	means the Y3 ordinary shares of £0.00001 each in the capital of the Company;

<b>Y4 Shares</b>	means the Y4 ordinary shares of £0.00001 each in the capital of the Company;
<b>Y1 Share Threshold</b>	means an amount equal to £41,000,000;
<b>Y2 Share Threshold</b>	means an amount equal to £44,000,000;
<b>Y3 Share Threshold</b>	means an amount equal to £47,000,000;
<b>Y4 Share Threshold</b>	means an amount equal to £50,000,000;
<b>Z Shareholders</b>	means the holders of the Z Shares (but excludes the Company holding Treasury Shares); and
<b>Z Shares</b>	means the Z ordinary shares of £0.00001 each in the capital of the Company.

## **2 Share capital**

- 2.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption 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.
- 2.2 Except as otherwise provided in these Articles, the Series A Shares, the Seed Plus Shares, the Seed Shares, and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares.
- 2.3 The Deferred Shares shall not entitle the holders of them to receive any dividends.
- 2.4 The Unvested Y Shares and the Unvested Z Shares shall not entitle the holders of them to receive any dividends.
- 2.5 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.
- 2.6 Subject to the approval of an Investor Majority and the Act, the Company may purchase its own Shares with cash to the extent permitted by section 692(1ZA) of the Act.
- 2.7 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".
- 2.8 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".
- 2.9 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including without limitation any right to:
  - (a) receive notice of or to attend or vote at any general meeting of the Company;
  - (b) receive or vote on any proposed written resolution; and
  - (c) receive a dividend or other distribution,
 save as otherwise permitted by section 726(4) of the Act.

- 2.10 The Company shall be entitled to retain any share certificate(s) relating to Unvested Founder Shares.
- 2.11 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 there are no Investor Directors appointed or the Investor Directors have both declared in writing to the Company and their appointors they consider that providing such consent gives rise or may give rise to a conflict of interest to their duties as a Director, such action or matter shall require Investor Majority Consent.

### **3 Liquidation preference**

- 3.1 On a distribution of assets on a liquidation, change of control (as control is defined in section 1124 of the CTA 2010) or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities (the "**Liquidation Proceeds**") the Liquidation Proceeds shall be applied (to the extent that the Company is lawfully permitted to do so):
- (a) first, in paying the holders of the Deferred Shares and the Unvested Y Shares, if any, a total of £1.00 for the entire class of Deferred Shares and Unvested Y Shares (as if they were one class) (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares or Unvested Y Shares);
  - (b) second, in paying to each of the Series A Shareholders, in priority to any other classes of Shares, an amount per share held equal to the higher of (a) the Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the remaining surplus assets shall be distributed to the Series A Shareholders pro rata to the amounts paid up on their respective holdings of Series A Shares) and (b) the amount per share to which the Series A Shareholders would be entitled if the Series A Shares were converted into Ordinary Shares on a 1:1 basis and the Liquidation Proceeds were distributed to them in accordance with Article 3.1(d);
  - (c) third, in paying to each of the Seed Shareholders and Seed Plus Shareholders, in priority to any other classes of Shares other than the Series A Preferred Shares, an amount per share held equal to the higher of (a) the Preference Amount (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Preference Amount, the remaining surplus assets shall be distributed to the Seed Shareholders and Seed Plus Shareholders pro rata to the amounts paid up on their respective holdings of Seed Shares or Seed Plus Shares as the case may be) and (b) the amount per share to which the Seed Shareholders and Seed Plus Shareholders would be entitled if the Seed Shares and Seed Plus Shares were converted into Ordinary Shares on a 1:1 basis and the Liquidation Proceeds were distributed to them in accordance with Article 3.1(d);
  - (d) fourth, in respect of any remaining Liquidation Proceeds:
    - (i) an amount equal to the Hurdle or, if lower, the Liquidation Proceeds less the Preference Proceeds (the "**First Sum**") shall be paid to the holders of the Ordinary Shares and the Z Shares as follows:-

- (A) the holders of the Z Shares shall be entitled to 0.001% of such balance (pro rata between them according to the number of Z Shares held by each of them) rounded up to the nearest penny to each holder of Z Shares; and
- (B) the holders of the Ordinary Shares shall be entitled to 99.999% of such balance (pro rata between them according to the number of Ordinary Shares held by each of them);

and for the avoidance of doubt where the First Sum is zero or a negative number, no amounts shall be payable in accordance with this Article 3.1(d)(i) but Articles 3.1(d)(ii), 3.1(d)(iii), 3.1(d)(iv), 3.1(d)(v) and/or 3.1(d)(vi) will apply to the extent relevant; and

- (ii) an amount equal to the lower of (1) the Y1 Share Threshold and (2) the Liquidation Proceeds, less the higher of (x) the Preference Proceeds and (y) the Hurdle (the "**Second Sum**") shall be distributed to the holders of Ordinary Shares and Z Shares pro rata between them according to the number of Ordinary Shares and Z Shares held by each of them (as if they constituted one class), and for the avoidance of doubt, where the Second Sum is zero or a negative number, no amounts shall be payable in accordance with this Article 3.1(d)(ii) but Articles 3.1(d)(iii), 3.1(d)(iv), 3.1(d)(v) and/or 3.1(d)(vi) will apply to the extent relevant; and
- (iii) an amount equal to the lower of (1) the Y2 Share Threshold and (2) the Liquidation Proceeds, less the higher of (x) the Preference Proceeds and (y) the Y1 Share Threshold (the "**Third Sum**") shall be distributed to the holders of the Ordinary Shares, the Z Shares and the Vested Y1 Shares pro rata between them according to the number of Ordinary Shares, Z Shares and Vested Y1 Shares held by each of them (as if they constituted one class), and for the avoidance of doubt where the Third Sum is zero or a negative number, no amounts shall be payable in accordance with this Article 3.1(d)(iii) but Articles 3.1(d)(iv), 3.1(d)(v) and/or 3.1(d)(vi) will apply to the extent relevant; and
- (iv) an amount equal to the lower of (1) the Y3 Share Threshold; and (2) the Liquidation Proceeds, less the higher of (x) the Preference Proceeds and (y) the Y2 Share Threshold (the "**Fourth Sum**") shall be distributed to the holders of the Ordinary Shares, Z Shares, Vested Y1 Shares and Vested Y2 Shares pro rata between them according to the number of Ordinary Shares, Z Shares, Vested Y1 Shares and Vested Y2 Shares held by each of them (as if they constituted one class), and for the avoidance of doubt where the Fourth Sum is zero or a negative number, no amounts shall be payable in accordance with this Article 3.1(d)(iv) but Articles 3.1(d)(v) and/or 3.1(d)(vi) will apply to the extent relevant; and
- (v) an amount equal to the lower of (1) the Y4 Share Threshold; and (2) the Liquidation Proceeds, less the higher of (x) the Preference Proceeds and (y) the Y3 Share Threshold (the "**Fifth Sum**") shall be distributed to the holders of the Ordinary Shares, Z Shares, Vested Y1 Shares, Vested Y2 Shares and Vested Y3 Shares pro rata between them according to the number of Ordinary Shares, Z Shares, Vested Y1 Shares, Vested Y2 Shares and Vested Y3 Shares held by each of them (as if they constituted one class), and for the avoidance of



doubt where the Fifth Sum is zero or a negative number, no amounts shall be payable in accordance with this Article 3.1(d)(v) but Article 3.1(d)(vi) will apply to the extent relevant; and

- (vi) any remaining balance of the Liquidation Proceeds (if any) after any payments made under Articles 3.1(d)(i) to 3.1(d)(v) inclusive shall be paid to the holders of the Ordinary Shares, Vested Y Shares and Z Shares pro rata between them according to the number of Ordinary Shares, Vested Y Shares and Z Shares held by each of them (as if they constituted one class).

#### **4      Exit provisions**

- 4.1 On a Share Sale or IPO, the Proceeds of Sale shall be distributed in the order of priority set out in Article 3 and the Directors 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 Directors 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 3; and
- (b) the Shareholders shall take any action required by an Investor Majority acting with the approval of an Investor Director to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 3.

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), 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.

- 4.2 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 3 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 acting with the approval of an Investor Director (including, but without prejudice to the generality of this Article 4.2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 3 applies.
- 4.3 In the event of an Exit approved by the Board, an Investor Director and the holders of more than 50% of the Equity Shares including an Investor Majority 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 rights in connection with the Proposed Exit ("**Actions**"). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board (with the approval of an Investor Director and Investor Majority Consent) to facilitate the Proposed Exit. 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 Directors 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.

## **5 Votes in general meeting and written resolutions**

- 5.1 The Series A Shares shall confer on each holder of Series A 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.
- 5.2 The Seed Plus Shares shall confer on each holder of Seed Plus 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.
- 5.3 The Seed Shares shall confer on each holder of Seed 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.
- 5.4 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.
- 5.5 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.
- 5.6 The Z Shares (if any) shall not entitle the holders of them who are Employees or former Employees or Connected Persons of Employees or former Employees 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.
- 5.7 The Y 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.
- 5.8 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.
- 5.9 No voting rights attached to a share which is nil 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 or some of the amounts payable to the Company in respect of that share have been paid.

## **6 Consolidation of Shares**

- 6.1 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.

- 6.2 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.

## **7 Conversion of Investors' Shares**

- 7.1 Any holder of Series A Shares, Seed Shares or Seed Plus Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the Series A Shares, Seed Shares, or Seed Plus Shares held by them at any time and those Series A Shares, Seed Shares or Seed Plus Shares shall convert automatically on the date of such notice (the "**Conversion Date**"), provided that the holder may in such notice, state that conversion of its Series A Shares, Seed Shares or Seed Plus Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**").
- 7.2 All of the Seed Shares shall automatically convert into Ordinary Shares:
- (a) on the date of a notice given by the Investor Majority (which date shall be treated as the Conversion Date); or
  - (b) immediately upon the occurrence of an IPO.
- 7.3 All of the Seed Plus Shares shall automatically convert into Ordinary Shares:
- (a) on the date of a notice given the Investor Majority (which date shall be treated as the Conversion Date); or
  - (b) immediately upon the occurrence of an IPO.
- 7.4 All of the Series A Shares shall automatically convert into Ordinary Shares:
- (a) on the date of a notice given by the holders of 75% of the Series A Shares (which date shall be treated as the Conversion Date); or
  - (b) immediately upon the occurrence of an IPO.
- 7.5 In the case of (i) Articles 7.1, 7.2(a), 7.3(a), and 7.4(a), not more than five Business Days after the Conversion Date or (ii) in the case of Articles 7.2(b), 7.3(b), and 7.4(b), at least five Business Days prior to the occurrence of the IPO, each holder of the relevant Series A Shares, Seed Shares or Seed Plus Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Series A Shares, Seed Shares or Seed Plus Shares being converted to the Company at its registered office for the time being.
- 7.6 Where conversion is mandatory on the occurrence of an IPO, that conversion will be effective only immediately prior to such IPO (and "**Conversion Date**" shall be construed accordingly) and, if such 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 7.1, if the Conditions have not been satisfied or waived by

the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.

- 7.7 On the Conversion Date, the relevant Series A Shares, Seed Shares or Seed Plus Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each Series A Share, Seed Share or Seed Plus Shares held (the "**Conversion Ratio**"), and the Ordinary Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued Ordinary Shares.
- 7.8 The Company shall on the Conversion Date enter the holder of the converted Series A Shares, Seed Shares or Seed Plus 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 certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Series A Shares, Seed Shares or Seed Plus Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of Series A Shares, Seed Shares or Seed Plus Shares 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.
- 7.9 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company will, if it has sufficient Available Profits, pay to holders of the Series A Shares, Seed Shares or Seed Plus Shares falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those Series A Shares, Seed Shares or Seed Plus Shares to be calculated on a daily basis down to and including the day immediately preceding the Conversion Date. If the Company has insufficient Available Profits to pay all such Arrears and accruals of dividends in full then it will pay the same to the extent that it is lawfully able to do so and any Arrears and accruals of dividends that remain outstanding shall continue to be at debt due from and immediately payable by the Company.
- 7.10 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:
- (a) If Series A Shares, Seed Shares or Seed Plus Shares remain capable of being converted into new Ordinary Shares and there is a consolidation and/or sub-division of Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with the approval of an Investor Director) is fair and reasonable, to maintain the right to convert so as to ensure that each Series A Shareholder, Seed Shareholder and Seed Plus Shareholder is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division; and
  - (b) If Series A Shares, Seed Shares or Seed Plus Shares remain capable of being converted into Ordinary Shares, on an allotment of fully-paid Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with the approval of an Investor Director) is fair and reasonable, to maintain the right to convert so as to ensure each Series A Shareholder, Seed Shareholder and Seed Plus Shareholder is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue.
- 7.11 If any Series A Shareholder, Seed Shareholder or Seed Plus Shareholder becomes entitled to fractions of an Ordinary Share as a result of conversion ("**Fractional**

**Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors 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 member. 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.

- 7.12 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 7.10, or if so requested by an Investor Majority or an Investor Director, 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.
- 7.13 If Series A Shares, Seed Shares or Seed Plus Shares remain capable of being converted into new Ordinary Shares and Ordinary Shares are offered by the Company by way of rights to holders of Ordinary Shares (an "**Offer By Way of Rights**"), the Company shall on the making of each such offer, make a like offer to each Series A Shareholder, Seed Shareholder and Seed Pluss Shareholder as if immediately before the record date for the Offer By Way Of Rights, his Series A Share, Seed Share or Seed Plus Share had been converted into fully-paid Ordinary Shares at the then applicable Conversion Ratio.

## **8 Vesting of Shares**

### *Vesting of Founder's Shares*

- 8.1 The Ordinary Shares held by the Founder prior to the Original Date of Adoption (the "**Vesting Shares**") shall be subject to vesting in accordance with this Article 8.1, and shall carry no rights (other than the right to vote in accordance with these Articles) until such time as they vest according to the following table (and until any Ordinary Shares held by the Founder have so vested, they shall be "**Unvested Founder Shares**") unless there is a Share Sale, in which case all such Ordinary Shares shall be treated as vested:

(a) On the Original Date of Adoption:	75% of the Vesting Shares shall be deemed to be Unvested Founder Shares
(b) From the Original Date of Adoption for a period of 36 months	The balance of Unvested Founder Shares shall vest in 36 equal monthly instalments on the last day of each calendar month during such period of 36 months, such that on the first day of the 37 <sup>th</sup> month there will be no Unvested Founder Shares.

- 8.2 Prior to the Founder's Effective Terminate Date his Unvested Founder Shares shall have the same rights as other shares of the same class.

- 8.3 Vesting of Unvested Founder Shares held by the Founder shall cease on such Founder's Effective Termination Date and the provisions of Article 17 shall apply to the Unvested Founder Shares held by the Founder and/or his Permitted Transferees and/or Connected Persons, as the case may be.

*Vesting of Z shares*

- 8.4 Following the award of Z Shares to an Employee, on a date to be at the discretion of the Board (the "**Z Share Award Date**"), such Z Shares shall be subject to vesting in accordance with this Article 8.4 (the "**Vesting Z Shares**"), and shall carry no rights until such time as they vest according to the following table (and until any Z Shares have so vested, they shall be "**Unvested Z Shares**") unless on a Share Sale or IPO, in which case all such Vesting Z Shares shall be treated as vested:

(a) On the Z Share Award Date:	100% of the Vesting Z Shares shall be deemed to be Unvested Z Shares
(b) On the first anniversary of the Z Share Award Date:	75% of the Vesting Z Shares shall be deemed to be Unvested Z Shares (and the remainder shall be vested)
(c) From the first anniversary of the Z Share Award Date for a period of 36 months	The balance of Unvested Z Shares shall vest in 36 equal monthly instalments on the last day of each calendar month during such period of 36 months, such that on the first day of the 37 <sup>th</sup> month there will be no Unvested Z Shares.

- 8.5 Vesting of Unvested Z Shares held by an Employee shall cease on such Employee's Employment Termination Date and the provisions of Article 17 shall apply to any Unvested Z Shares held by the Employee and/or his Permitted Transferees and/or Connected Persons, as the case may be.

*Vesting of Y shares*

- 8.6 All Y Shares relating to an Employee held by such Employee and his/her Permitted Transferees (the "**Vesting Y Shares**") shall be subject to vesting in accordance with the terms of any agreement between the Company and such Employee (and until any such Vesting Y Shares have so vested, they shall be "**Unvested Y Shares**", and "**Unvested Y1 Shares**", "**Unvested Y2 Shares**", "**Unvested Y3 Shares**" and "**Unvested Y4 Shares** shall be construed accordingly).
- 8.7 The provisions of Article 17 (Departing Employees) shall apply to the Unvested Y Shares relating to such Employee and/or his/her Permitted Transferees and/or Connected Persons, as the case may be.

**9 Deferred Shares**

- 9.1 Subject to the Act, any Deferred Shares may be purchased by the Company at any time at its option for the aggregate sum of one penny for all the Deferred Shares

registered in the name of any holder(s) without obtaining the sanction of the holder(s).

9.2 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) of 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); and/or
- (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); and/or
- (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.

9.3 No Deferred Share may be transferred without the prior consent of the Board.

9.4 The Deferred Shares shall not entitle the holders of them to receive any dividends.

## **10 Variation of rights**

10.1 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 more than 75 per cent. in nominal value of the issued shares of that class.

10.2 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.

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

11.1 Subject to the provisions of the Act and to the following provisions of this Article 11, all unissued shares shall be at the disposal of the Directors and they may allot, grant rights, options or warrants to subscribe or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.

11.2 Subject to Article 11.5, all Equity Shares or securities convertible into Equity Shares which the Directors propose to issue from time to time ("**Offer Shares**") shall first be offered to all of the Equity Shareholders (pro-rata to their relative holdings of shares), and at the same price at which the Offer Shares are proposed to be issued ("**Initial Offer**"). The Initial Offer shall be made by notice specifying the number of Offer Shares and the price, and limiting a period (not being less than fourteen days) within which the offer, if not accepted in writing, will be deemed to be declined. If, after the Initial Offer, the Offer Shares have not been fully subscribed by the Equity Shareholders, such remaining shares may be offered to the Equity

Shareholders who accepted the Initial Offer, pro rata to their relative holdings of shares.

- 11.3 Any Offer Shares not accepted pursuant to Article 11.2 or not capable of being offered except by way of fractions shall for a period of two months thereafter be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted pursuant to Article 11.2, such Offer Shares shall only be allotted or otherwise disposed of on terms which are no more favourable in any respect to the subscribers for them than the terms on which they were offered to Shareholders and the Directors may not allot, grant options over or otherwise dispose of any Offer Shares after such period of two months without re-offering such Shares in accordance with Article 11.2.
- 11.4 In accordance with Section 567(1) of the Act, Sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in Section 560(1) of the Act) made by the Company.
- 11.5 The provisions of Articles 11.1 and 11.2 shall not apply to:
- 11.5.1 any issue of Shares where the provisions of Article 11.2 have been disapplied by Special Resolution (with the consent of an Investor Majority); or
  - 11.5.2 options to subscribe for Ordinary Shares under the Share Option Plans; or
  - 11.5.3 the issue of any Shares upon the conversion of any Series A Shares, Seed Shares or Seed Plus Shares; or
  - 11.5.4 Shares issued in connection with a *bona fide* business acquisition by the Company which is approved in writing by an Investor Director and an Investor Majority; or
  - 11.5.5 Shares issued or issuable pursuant to strategic transactions, equipment lease financings or bank credit arrangements entered into for primarily non-equity financing purposes (in each case which has been approved in writing by an Investor Director and an Investor Majority).
- 11.6 Any New Securities offered under this Article 13 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 11.
- 11.7 Any new Z Shares to be issued from time to time shall be so issued at the discretion of the Directors subject to the relevant authority to allot.
- 11.8 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.

## **12 Transfers of Shares – general**

- 12.1 In Articles 12 to 20 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.

- 12.2 No Equity Share may be transferred unless the transfer is made in accordance with these Articles.
- 12.3 If a Shareholder transfers or purports to transfer an Equity 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.
- 12.4 Any transfer of an Equity Share by way of sale which is required to be made under Articles 14 to 20 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 12.5 Unless express provision is made in these Articles to the contrary, no Ordinary Shares held by the Founder shall be transferred without the approval of an Investor Director and Investor Majority Consent during the period of 3 years commencing on the Original Date of Adoption. If any such Ordinary Shares are transferred to FOMCAP, Seedcamp or Forward, such Ordinary Shares shall automatically convert to Series A Shares without further authority than is contained in these Articles and shall stand converted into Series A Shares on the basis of one Series A Share for each Ordinary Share held, and the Series A Shares resulting from that conversion shall in all other respects rank *pari passu* with the existing issued Series A Shares.
- 12.6 Except for transfers pursuant to Articles 18 and 20, no Unvested Y Shares shall be transferred without the approval of the Board.
- 12.7 The Directors may refuse to register a transfer if:
  - (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
  - (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, 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;
  - (c) 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;
  - (d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
  - (e) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
  - (f) the transfer is in respect of more than one class of Shares; or
  - (g) the transfer is in favour of more than four transferees.

If the Directors 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.

12.8 The Directors 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 any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors 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 12.8 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

12.9 To enable the Directors 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 Directors may, with the approval of an Investor Director, 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 Directors or an Investor Director may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may 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 Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and 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:
  - (i) 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
  - (ii) to receive dividends or other distributions otherwise attaching to those shares or to any further shares issued in respect of those shares; and
- (b) 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 Directors may require by notice in writing to that holder.

The rights referred to in (a) above may be reinstated by the Board subject to the approval of an Investor Director and shall in any event be reinstated upon the completion of any transfer referred to in (b) above.

- 12.10 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 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.
- 12.11 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 (including the approval of an Investor Director) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five 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; and
  - (b) the Seller wishes to transfer all of the Shares held by it.
- 12.12 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of:
- (a) the transferor; and
  - (b) (if any of the shares is partly or nil paid) the transferee.

### **13 Permitted Transfers**

- 13.1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise.
- 13.2 Shares previously transferred as permitted by Article 13.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 13.3 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.
- 13.4 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 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.
- 13.5 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 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.

- 13.6 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.
- 13.7 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 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.
- 13.8 If a company to which a Share has been transferred under Article 13.6, ceases to be a Qualifying Company it must within five Business Days of so ceasing, transfer the Shares held by it to the Trustees or to a Qualifying Company (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board (to include the approval of an Investor Director) to have given a Transfer Notice in respect of such Shares.
- 13.9 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 he must, within 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 14.2,
- failing which he shall be deemed to have given a Transfer Notice.
- 13.10 On the death (subject to Article 13.3), 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 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. If the transfer is not executed and delivered within five 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.
- 13.11 A transfer of any Shares approved by the Board, the approval of an Investor Director and the Investor Majority 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 Directors.

- 13.12 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board, including the approval of an Investor Director.
- 13.13 The Company shall only be permitted to sell or transfer any Shares held as Treasury Shares to any person with the approval of an Investor Director and Investor Majority Consent.

#### **14 Transfers of Shares subject to pre-emption rights**

- 14.1 Save where the provisions of Articles 13, 18, 19, 20 and 20 apply, any transfer of Equity Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 14.
- 14.2 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 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; and
  - (c) the price at which he wishes to transfer the Sale Shares (the "**Transfer Price**").

If no cash price is specified by the Seller, the Transfer Price must be agreed by the Board (including the approval of an Investor Director). In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (including the approval of an Investor Director). In both cases, the price will be deemed to be Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.

- 14.3 Except with the approval of the Investor Director and Investor Majority Consent, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 14.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 14.5 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 15,

the Board shall offer the Sale Shares for sale in the manner set out in Article 14.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

- 14.6 Transfers: Offer

- (a) Promptly on receipt of the Transfer Notice, the Board shall give notice in writing to each of the Equity Shareholders informing them of the number of Sale Shares that are available to purchase and the Transfer Price. Such notice shall invite each Shareholder to state, in writing within 15 Business Days from the date of such notice (which date shall be specified in such notice) ("**Offer Period**"), whether he is willing to purchase any and, if so, how many of the Sale Shares. Each Shareholder shall be entitled to purchase up to his pro rata shareholding of Equity Shares in issue, and he shall also indicate whether he is prepared to purchase Excess Shares. Each Shareholder shall be allocated his pro rata shareholding (or such lesser number of Sale Shares for which he may have applied); an application by a Shareholder for Excess Shares shall be allocated in accordance with such application or, in the event of competition, (as nearly as may be) to each Shareholder applying for Excess Shares in the proportion which the number of Shares held by such Shareholder bears to the total number of Shares held by all Shareholders applying for Excess Shares PROVIDED THAT such Shareholder shall not be allocated more Excess Shares than he shall have stated himself willing to take.
- (b) 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 Shareholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of Shares bears to the total number of the relevant class(es) of Shares held by those Shareholders who have applied for Sale Shares but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

#### 14.7 Completion of transfer of Sale Shares

- (a) The Board shall, when no further offers are required to be made under Article 14.6 and once the requirements of Articles 17 and/or 18 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 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.
- (b) 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.
- (c) If the Seller fails to comply with the provisions of Article 14.7(b):
  - (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).
- (d) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 14.7(e), the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.
- (e) The right of the Seller to transfer Shares under Article 14.7(d) 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 (with the approval of an Investor Director) determine in their 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.

14.8 Any Sale Shares offered under this Article 16 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 14.

## **15 Valuation of Shares**

15.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 12.11 or 14.2 or otherwise then, on the date of failing agreement, the Board shall either:

- (a) appoint an expert valuer in accordance with Article 15.2 (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 within the preceding 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.

15.2 The Expert Valuer will be either:

- (a) the Auditors; or (if so specified in the relevant Transfer Notice)
  - (b) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 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 in England and Wales on the application of either party and approved by the Company.
- 15.3 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.
- 15.4 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.
- 15.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 15.6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 15.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing such confidentiality provisions as the Board may reasonably impose.
- 15.8 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 Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares.
- 15.9 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 Sale Price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall bear the cost.

## **16 Compulsory transfers – general**

- 16.1 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 Directors.
- 16.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors 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 Directors 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 16.2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Directors may otherwise determine.

- 16.3 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 Directors may determine.
- 16.4 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 Directors 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 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 18.4 shall not apply to a member that is an Investor.
- 16.5 If an Investor which is a company owned by a 100% holder ceases to be held as to 100% by a 100% holder, it shall be bound at any time, if and when required in writing by the Directors 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 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 100% holder before being required to serve a Transfer Notice.

## **17 Departing Employees**

*Founder*

- 17.1 Unless the Board acting with the approval of an Investor Director and the Investor Majority determine that this Article 17.1 shall not apply, if at any time the Founder ceases to be an Employee:
- (a) in circumstances where he is a Good Leaver, all of such Founder's Unvested Founder Shares shall automatically convert into Deferred Shares on the Effective Termination Date (rounded down to the nearest whole share);
  - (b) subject to Article 17.2, in circumstances where he is a Bad Leaver and the Effective Termination Date is:
    - (i) prior to the second anniversary of the Original Date of Adoption, all Shares held by such Founder and all Shares which have been transferred by the Founder to his Permitted Transferees and Connected Persons shall automatically convert into Deferred Shares on the Effective Termination Date; or
    - (ii) from the second anniversary but prior to the fourth anniversary of the Original Date of Adoption, 50% of the Shares held by such Founder and 50% of the Shares which have been transferred by the Founder to his Permitted Transferees and Connected Persons shall automatically convert into Deferred Shares on the Effective Termination Date; or
    - (iii) from the fourth anniversary of the Original Date of Adoption, 20% of the Shares held by such Founder and 20% of the Shares which have been transferred by the Founder to his Permitted Transferees and Connected Persons shall automatically convert into Deferred Shares on the Effective Termination Date; or
- 17.2 Where the Founder is a Bad Leaver at any time from the Original Date of Adoption due to circumstances of fraud, all Shares held by such Founder and all Shares which have been transferred by the Founder to his Permitted Transferees and Connected Persons shall automatically convert into Deferred Shares on the Effective Termination Date.
- 17.3 Upon such conversion into Deferred Shares, the Company shall be entitled to 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 Deferred Conversion Date. Upon the Deferred Conversion Date, the Founder (and his Permitted Transferee(s) and Connected Person(s)) shall deliver to the Company at its registered office the shares 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 Ordinary Shares.

*Suspension of Founder's voting rights*

- 17.4 All voting rights attached to Shares held by the Founder or by any Permitted Transferee or Connected Person of the Founder (the "**Restricted Member**"), if any, shall at the time he ceases to be an Employee be suspended unless the Board acting with the approval of an Investor Director and the Investor Majority notify him otherwise.

- 17.5 Any Shares whose voting rights are suspended pursuant to Article 17.4 ("**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 Article 17.4 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles 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.

*Employees other than a Founder*

- 17.6 If at any time an Employee (other than the Founder) ceases (or has ceased) to be an Employee:
- (a) in circumstances where he is a Good Leaver, such Employee shall retain his vested Z Shares and, unless the Board acting with the approval of an Investor Director and the Investor Majority determine otherwise, all Unvested Z Shares held by that Employee or which have been transferred by the Employee to his Permitted Transferees and Connected Persons shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Z Share held) on the Employment Termination Date (or such later date as determined by the Board); and
  - (b) unless the Board acting with the approval of an Investor Director and the Investor Majority determine otherwise, in circumstances where he is a Bad Leaver, all Z Shares held by that Employee or which have been transferred by the Employee to his Permitted Transferees and Connected Persons shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Z Share held) on the Employment Termination Date (or such later date as determined by the Board).
- 17.7 If at any time an Employee (other than the Founder) ceases (or has ceased) to be an Employee, such Employee shall retain his Vested Y Shares (if any) and, unless the Board acting with the approval of an Investor Director and the Investor Majority determine otherwise, all Unvested Y Shares held by that Employee or which have been transferred by the Employee to his Permitted Transferees and/or Connected Persons shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Y Share held) on the Employment Termination Date (or such later date as determined by the Board).
- 17.8 Upon such conversion into Deferred Shares, the Company shall be entitled to 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 Deferred Conversion Date. Upon the Deferred Conversion Date, the Employee (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the shares 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 Y Shares and/or Unvested Z 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 Y Shares and/or Z Shares (if any).

**18 Tag-along**

- 18.1 The provisions of Article 18.2 shall apply if a Shareholder (a "**Proposed Seller**") proposes to transfer any Shares (a "**Proposed Transfer**") which would, if put into effect, result in any person (a "**Proposed Transferee**") acquiring a Controlling Interest in the Company.
- 18.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Transferee of an offer to the other Shareholders to acquire all of their Shares for a consideration per share the value of which is at least equal to the consideration each other Shareholder is entitled to receive on a Share Sale by virtue of the operation of the provisions of Article 3 and Article 4.
- 18.3 The offer referred to in Article 18.2 must be expressed to be capable of acceptance for a period of not less than 15 Business Days and, if it is accepted by any Shareholder (an "**Accepting Shareholder**") within that period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.

## **19 Co-Sale right**

- 19.1 No transfer (other than a Permitted Transfer) of any of the Equity Shares may be made or validly registered unless the relevant Shareholder (a "**Selling Shareholder**") shall have observed the following procedures of this Article.
- 19.2 After the Selling Shareholder has gone through the pre-emption process set out in Article 14, the Selling Shareholder shall give to each holder of Series A Shares, Seed Shares and Seed Plus Shares (an "**Equity Holder**") not less than 15 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 provided that in the case of the Series A Shares, Seed Shares and Seed Plus Shares the price per share shall not be less than the Preference Amount;
  - (c) the manner in which the consideration is to be paid;
  - (d) the number of Equity Shares which the Selling Shareholder proposes to sell; and
  - (e) the address where the counter-notice should be sent.
- 19.3 Each Equity Holder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Shareholder that they wish to sell a certain number of Series A Shares, Seed Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Equity Shares which such Equity Holder wishes to sell. The maximum number of shares which an Equity Holder can sell under this procedure shall be:

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

where:

X is the number of Series A Shares, Seed Shares and Seed Plus Shares held by the Equity Holder;

Y is the total number of Series A Shares, Seed Shares and Seed Plus Shares in issue (excluding Treasury Shares);

Z is the number of Equity Shares the Selling Shareholder proposes to sell.

Any Equity Holder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no shares.

19.4 Following the expiry of five Business Days from the date the Equity Holders receive the Co-Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Equity Holders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Equity Holders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Equity Holders 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.

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

## **20 Drag-along**

20.1 If the holders of more than 50% of Equity Shares (excluding any Treasury Shares) (acting with the consent of FOMCAP where the Drag Consideration paid to FOMCAP would equate to less than two times the Issue Price of the Series A Shares subscribed by it on or around the Original Date of Adoption) (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall have the option (the "**Drag Along Option**"), subject to approval of the Board, to compel each other holder of Shares (each a "**Called Shareholder**" and together the "**Called Shareholders**") to sell and transfer all of their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the "**Drag Purchaser**") in accordance with the provisions of this Article.

20.2 The Selling Shareholders may exercise the Drag Along Option 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 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 20.

- 20.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 20.4 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 by the Drag Purchaser (net of any Costs of Sale which the Selling Shareholders have agreed may be deducted from such consideration) were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Articles 3 and 4 (the "**Drag Consideration**").
- 20.5 In respect of a transaction that is the subject of a Drag-Along Notice, a Called Shareholder shall not be obliged to give warranties or indemnities (except a warranty as to capacity and the full title guarantee of the Shares held by such Shareholder, which shall be set out in the Sale Agreement).
- 20.6 Within three Business Days of the Drag Purchaser serving a Drag Along Notice on 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;
  - (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**").
- 20.7 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 20.8 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration 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 20 in respect of their Shares.
- 20.9 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 for taking such actions and entering into such agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares and the Directors 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 Completion Drag Date, put the Company in funds to pay the Drag Consideration for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty

has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.

- 20.10 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 14.
- 20.11 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 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.

## **21 General meetings**

- 21.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 21.2 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 25 per cent 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.
- 21.3 If any two 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.
- 21.4 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.
- 21.5 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 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.
- 21.6 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 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

- 21.7 If the poll is to be held more than 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 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 working day.

## **22 Proxies**

- 22.1 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 the 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 directors)".

- 22.2 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 Directors 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.

## **23 Directors' borrowing powers**

The Directors may, with the approval of an Investor Director or Investor Majority 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.

## **24 Alternate Directors**

- 24.1 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 Directors in the absence of the alternate's Appointor.

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

24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

24.3 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.

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

24.5 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 Directors and of all meetings of committees of Directors of which his Appointor is a member.

24.6 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.

24.7 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 Directors (provided that his Appointor is an Eligible Director in relation to that decision).

24.8 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.

24.9 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.

## **25 Number of Directors**

Unless and until the Company shall otherwise determine by ordinary resolution with the approval of an Investor Director and Investor Majority Consent, the number of Directors shall be not more than four.

## **26 Appointment of Directors**

- 26.1 For so long as the FOMCAP Group and/or its Permitted Transferees hold not less than 7.5% of Equity Shares, FOMCAP shall have the right to appoint and maintain in office one person as it may from time to time nominate as the FOMCAP Director (and, as a member of each and any committee of the Board), and to remove any FOMCAP Director so appointed and, upon their removal, to appoint another FOMCAP Director in their place and the Company shall procure the necessary approvals of such appointments and replacements as the case may require. When these Articles require any approval or decision of the Board to include the approval or agreement of the FOMCAP Director, if there is not at the relevant time a FOMCAP Director appointed in accordance with this Article 26.1 then the required approval must be given by or on behalf of FOMCAP. When these Articles require any approval or decision of the Board to include the approval or agreement of the FOMCAP Director that requirement will not apply if FOMCAP does not at the relevant time have the right to appoint a FOMCAP Director in accordance with this Article 26.1.
- 26.2 For so long as Forward and/or any of its Permitted Transferees holds a minimum of 7.5% of Equity Shares, Forward shall have the right to appoint and maintain in office one person as it may from time to time nominate as the Forward Director (and, as a member of each and any committee of the Board), and to remove any Forward Director so appointed and, upon their removal, to appoint another Forward Director in their place and the Company shall procure the necessary approvals of such appointments and replacements as the case may require. When these Articles require any approval or decision of the Board to include the approval or agreement of the Forward Director, if Forward has not at the relevant time appointed a Forward Director in accordance with this Article 26.2 then the required approval must be given by or on behalf of Forward. When these Articles require any approval or decision of the Board to include the approval or agreement of the Forward Director that requirement will not apply if Forward does not at the relevant time have the right to appoint a Forward Director in accordance with this Article 26.2.
- 26.3 For so long as the Founder is not a Bad Leaver and the Founder and/or any of his Permitted Transferees holds a minimum of 7.5% of Equity Shares, the Founder shall have the right to be a director of the Company and to appoint and maintain in office one other person as he may from time to time nominate as a director (and, as a member of each and any committee of the Board), and to remove any director so appointed and, upon their removal, to appoint another person in their place and

the Company shall procure the necessary approvals of such appointments and replacements as the case may require. If the Founder has been appointed as a director in accordance with this article 26.3, but has not appointed an additional person as a director in accordance with this article 26.3, he shall until but not after the Next Funding Round have two votes at each meeting of the Board. The rights in this article 26.3 cannot be used to circumvent the provisions of articles 17.1 to 17.5 and for the avoidance of the doubt, where the Founder would cease to be an Employee of the Company but for the operation of this article 26.3, for the purposes of articles 17.1 to 17.5 he shall be treated as having ceased to be an Employee.

- 26.4 Subject to Article 26.5, an appointment or removal of a FOMCAP Director or a Forward Director or any other appointment or removal under this Article 26 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company.
- 26.5 For so long as the Company is authorised by the Financial Conduct Authority ("FCA") within the meaning of the Financial Services and Markets Act 2000, any appointment of an Investor Director under this Article 26 is subject to:
- (a) the Company (acting reasonably) being satisfied that the prospective Investor Director is a fit and proper person for the purposes of the rules set by the FCA from time to time applicable to companies carrying on a business of the kind carried on by the Company; and
  - (b) (where required by applicable law), the prior approval of the FCA.

## **27 Disqualification of Directors**

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; or
- (b) in the case of the Founder and any person appointed by him, he ceases to hold a minimum of 7.5% of the Equity Shares or becomes a Bad Leaver unless an Investor Director agrees in writing to waive this requirement (in which case the waiver may subsequently be revoked and this requirement enforced at the discretion of the Investor Director); or
- (c) in the case of the FOMCAP Director, FOMCAP Group ceases to hold a minimum of 7.5% of the Equity Shares unless the Founder agrees in writing to waive this requirement (in which case the waiver may subsequently be revoked and this requirement enforced at the discretion of the Founder); or
- (d) in the case of the Forward Director, Forward ceases to hold a minimum of 7.5% of the Equity Shares unless the Founder agrees in writing to waive this requirement (in which case the waiver may subsequently be revoked and this requirement enforced at the discretion of the Founder); or
- (e) in the case of Directors other than a Forward Director, if a majority of his co-Directors (including an Investor Director) serve notice on him in writing, removing him from office.

## **28 Proceedings of Directors**

- 28.1 The quorum for Directors' meetings shall be two Directors who must include at least one Investor Director (where an Investor Director is in office). 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 proceed.
- 28.2 In the event that a meeting of the Directors 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 shall be counted in the quorum despite their 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.
- 28.3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participants 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.
- 28.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company 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.
- 28.5 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 (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors 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.
- 28.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the Founder shall have a second or casting vote.
- 28.7 A decision of the Directors 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.

## **29 Directors' interests**

### *Specific interests of a Director*

- 29.1 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 by law 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 the Investor Directors*

29.2 In addition to the provisions of Article 29.1, 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) an Investor;
- (b) a Fund Manager which advises or manages an Investor;
- (c) any of the funds advised or managed by a Fund Manager who advises or manages an Investor 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; or

- (a) Forward Partners Management Company Limited (the "**Forward Fund Manager**") or the FOMCAP Manager;
- (b) any of the funds advised or managed by the Forward Fund Manager or the FOMCAP Manager from time to time; or
- (c) another body corporate or firm in which the Forward Fund Manager or the FOMCAP Manager or any fund advised by the Forward Fund Manager or the FOMCAP Manager has directly or indirectly invested, including without limitation any portfolio companies.

*Interests of which a Director is not aware*

- 29.3 For the purposes of this Article 29, 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*

- 29.4 In any situation permitted by this Article 29 (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*

- 29.5 Subject to Article 29.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**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 29.7 and 29.8, so far as is permitted by law, in respect of such Interested Director;
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Situation as they see fit from time to time; and

subject to Article 29.6, 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 29.

*Terms and conditions of Board authorisation for the Investor Directors*

- 29.6 Notwithstanding the other provisions of this Article 29, it shall not (save with the consent in writing of the Investor Directors) 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 29.8.

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

- 29.7 Subject to Article 29.8 (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 29), 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.

- 29.8 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 29.7 shall apply only if the conflict arises out of a matter which falls within Article 29.1 or Article 29.2 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*

- 29.9 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*

- 29.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 29.1 or Article 29.2 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 29.1(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*

29.11 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 29.

29.12 For the purposes of this Article 29:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
- (c) 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.

### **30     Notices**

30.1 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) (by the Company) by means of a website (other than notices calling a meeting of Directors),

or partly by one of these means and partly by another of these means.

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 30.

*Notices in hard copy form*

30.2 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.

30.3 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 posted, on receipt or 48 hours after the time it was posted, whichever occurs first.

*Notices in electronic form*

30.4 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 fax or email (provided that a fax number or 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 30.2; 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:
  - (i) on its website from time to time; or
  - (ii) by notice (in hard copy or electronic form) to all members of the Company from time to time.

30.5 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 facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), on receipt or 48 hours after the time it was sent, whichever occurs first;
- (b) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;
- (c) if delivered in an electronic form, at the time of delivery; and
- (d) if sent by any other electronic means as referred to in Article 30.430.4(c), at the time such delivery is deemed to occur under the Act.

- 30.6 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.

*Notice by means of a website*

- 30.7 Subject to the provisions of the Act, any notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website.

*General*

- 30.8 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.
- 30.9 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).

### **31 Indemnities and insurance**

- 31.1 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 director of the Company or 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 31.1(a)(i), 31.1(a)(iii)(B) and 31.1(a)(iii)(C) applying;

- (b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such 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.
- 31.2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each 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.

## **32 Data Protection**

The Company processes personal data regarding each of its Shareholders and Directors. The Company has summarised all information regarding its processing of personal data in its privacy policy which can be provided to shareholders and directors upon request.

## **33 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.

## **34 Lien**

- 34.1 The Company shall have a first and paramount lien (the "**Company's Lien**") over 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.

- 34.2 The Company's Lien over a Share:

- (a) shall take priority over any third party's interest in that Share; and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

The Directors may at any time decide that a Share which is, or would otherwise be, subject to the Company's Lien shall not be subject to it, either wholly or in part.

34.3 Subject to the provisions of this Article 34, if:

- (a) a notice complying with Article 34.4 (a "**Lien Enforcement Notice**") has been given by the Company in respect of a Share; and
- (b) the person to whom the notice was given has failed to comply with it,

the Company shall be entitled to sell that Share in such manner as the Directors decide.

34.4 A Lien Enforcement Notice:

- (a) may only be given by the Company in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

34.5 Where any Share is sold pursuant to this Article 34:

- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
- (b) the transferee shall not be bound to see to the application of the consideration, and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale.

34.6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;
- (b) secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.

34.7 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.

### **35 Call Notices**

35.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**Call Notice**") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "**call**") which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.

35.2 A Call Notice:

- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);
- (b) shall state when and how any call to which it relates it is to be paid; and
- (c) may permit or require the call to be paid by instalments.

35.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.

35.4 Before the Company has received any call due under a Call Notice the Directors may:

- (a) revoke it wholly or in part; or
- (b) specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.

35.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.

35.6 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to:

- (a) pay calls which are not the same; or
- (b) pay calls at different times.

35.7 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):

- (a) on allotment;
- (b) on the occurrence of a particular event; or

(c) on a date fixed by or in accordance with the terms of issue.

35.8 If the due date for payment of such a sum as referred to in Article 35.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that sum, and shall be liable to the same consequences as regards the payment of interest and forfeiture.

35.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):

- (a) the Directors may issue a notice of intended forfeiture to that person; and
- (b) until the call is paid, that person shall be required to pay the Company interest on the call from the call payment date at the Relevant Rate (as defined below).

35.10 For the purposes of Article 35.9:

- (a) the **"Call Payment Date"** shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the **"Call Payment Date"** is that later date;
- (b) the **"Relevant Rate"** shall be:
  - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
  - (ii) such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors; or
  - (iii) if no rate is fixed in either of these ways, five per cent. a year,

provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).

35.11 The Directors may waive any obligation to pay interest on a call wholly or in part.

35.12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice.

## **36 Forfeiture of Shares**

36.1 A notice of intended forfeiture:

- (a) may be sent in respect of any Share in respect of which a call has not been paid as required by a Call Notice;
- (b) shall be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-

payment by a date which is not fewer than 14 days after the date of the notice;

- (d) shall state how the payment is to be made; and
- (e) shall state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

36.2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

36.3 Subject to these articles, the forfeiture of a Share extinguishes:

- (a) all interests in that Share, and all claims and demands against the Company in respect of it; and
- (b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

36.4 Any Share which is forfeited in accordance with these Articles:

- (a) shall be deemed to have been forfeited when the Directors decide that it is forfeited;
- (b) shall be deemed to be the property of the Company; and
- (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit.

36.5 If a person's Shares have been forfeited then:

- (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person shall cease to be a Shareholder in respect of those Shares;
- (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
- (d) that person shall remain liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
- (e) the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

36.6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.

- 36.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 36.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
  - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 36.9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 36.10 If the Company sells a forfeited Share, the person who held it prior to its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum which:
- (a) was, or would have become, payable; and
  - (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,
- but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

### **37 Surrender of Shares**

- 37.1 A Shareholder shall be entitled to surrender any Share:
- (a) in respect of which the Directors issue a notice of intended forfeiture;
  - (b) which the Directors forfeit; or
  - (c) which has been forfeited.
- The Directors shall be entitled to accept the surrender of any such Share.
- 37.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.
- 37.3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.