

Company number: 11506324

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
NEW ARTICLES OF ASSOCIATION
of
PERENNA GROUP LIMITED
(the "Company")

WEDNESDAY



(Adopted by a special resolution passed on 15th September 2020)

1. INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended 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 article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.

2. DEFINED TERMS

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

"Acquisition Issue" means any issue of Securities to third parties on bona fide arms' length terms in consideration (in whole or in part) for (i) an acquisition by a Group Company from such third parties of shares, assets, businesses or undertakings owned by those third parties, (ii) a re-investment of cash proceeds (by way of subscription of Securities) received by such third parties as part of an acquisition by a Group Company of shares, assets, businesses or undertakings owned by those third parties, or (iii) any right to acquire, option or right or pre-emption of Securities to third parties on bona fide arms' length terms in consideration (in whole or in part) for or following an acquisition by a Group Company from such third parties of shares, assets, businesses or undertakings owned by those third parties, in each case provided the terms of such acquisition are approved by the Board (with consent of the Founders);

"Act" means the Companies Act 2006 (as amended from time to time);

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

"Adoption Date" means the date on which these Articles were adopted;

"Arrears" 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;

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business);

"Auditors" means the auditors (or accountants, as the case may be) of the Company from time to time;

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

"Bad Leaver" means a person who is not a Good Leaver or designated as a Good Leaver by the Board of the Company;

"Board" 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;

"Bonus Issue" or **"Reorganisation"** means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves or any consolidation or sub-division or redenomination or any repurchase or redemption of shares;

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

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

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

"CTA 2010" means the Corporation Tax Act 2010;

"Data Protection Legislation" means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Privacy and Electronic Communications Directive 2002/58/EC (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and all applicable laws and regulations relating to processing of personal data, including where applicable the guidance and codes issued by the Information Commissioner or other appropriate supervisory authority;

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

"Drag Along Documents" means any or all of the stock transfer form, indemnity for lost share or loan note certificate, form of acceptance and any other related documents required by Dragging Shareholders to be executed by Called Shareholders to give effect to the transfer of the Called Securities;

"Drag Completion" means the proposed place, date and time of completion of the transfer of the Called Securities as specified in the Drag Along Notice;

"Eligible Shareholders" has the meaning given to it in Article 14;

"Employee" means an individual who is employed by or who provides consultancy services (either as an individual or through a company they control) to, the Company or any member of the Group;

"Employee Issue" means the issue of Ordinary Shares to Employees;

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

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

"Fair Value" is as determined in accordance with Article 17.3;

"Family Trust(s)" means trust(s) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than a Shareholder who is an individual and/or Privileged Relations of that individual;

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

"Founder" means each of Arjan Verbeek, Hamish Peacocke, Gerardine Davies, Paul Schmitz and Colin Bell and their Permitted Transferees from time to time (together, the **"Founders"**);

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

"Good Leaver" means a person who

- (a) ceases to be an Employee of the Company as a result of being unfairly or wrongfully dismissed;
- (b) dies;
- (c) suffers physical or mental deterioration which prevents normal employment; or
- (d) reaches retirement age.

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

"Investor" means Carrick (NZ) Nominees Limited;

"Leaver" means any Founder who ceases to be an Employee or engaged with the management of the Company on a day to day basis.

"Leaver's Shares" means the Shares held by the Leaver, or to which they are entitled, on the Leaving Date.

"Leaving Date" means the date on which the relevant person becomes a Leaver;

"IPO" 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 or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

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

"Majority Shareholders" has the meaning given to it in Article 16.1;

"Material Default" means in the Board's opinion (acting reasonably) there is a reasonable likelihood of such an event of default occurring, in the absence of financial intervention, within 6 months;

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

"New Securities" means any Securities issued by the Company after the Adoption Date excluding any Securities issued pursuant to a Permitted Issue;

"Ordinary Shares" means the ordinary shares of £0.001 each in the capital of the Company from time to time;

"Permitted Issue" means:

- (a) Securities issuable as a dividend or distribution payable in respect of the Ordinary Shares;
- (b) Securities issued upon a Bonus Issue or Reorganisation;
- (c) Anti-Dilution Shares issued in accordance with Article 11;
- (d) Securities issued pursuant to any Acquisition Issue;
- (e) Securities issued pursuant to any Employee Issue; and
- (f) Securities issued pursuant to any Rescue Issue;

"Permitted Transfer" means a transfer of Shares in accordance with Article 13;

"Permitted Transferee" means:

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Company;

- (b) 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;
- (c) in relation to a Shareholder which is an Investment Fund means any Member of the same Fund Group;

"Personal Data" has the same meaning as the term "personal data" under the Data Protection Legislation;

"PRA" means the UK Prudential Regulation Authority, or any successor organisation from time to time;

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

"Proceeds of Sale" means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale;

"Qualifying Company" means a company in which a Shareholder or Trustee(s) hold the whole of the share capital and which they control;

"Realisation Price" 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;

"Reference Price" means £12.50 per share;

"Relevant Period" means the period ending on the day on which a wholly owned subsidiary of the Company obtains a full banking license from the relevant regulators in the United Kingdom;

"Rescue Issue" means an issue of securities in the Company or any other Group Company which the Investor determines is required in circumstances where there is a Material Default in order to and to the extent reasonably required to remedy (in whole or in part) such Material Default;

"Securities" means any of the shares or any other equity shares of the Group and any right or entitlement (in whatever form) to acquire any equity shares whether by subscription, conversion, exchange or otherwise, and each a **"Security"**;

"Seller" means a seller of Shares pursuant to Article 14.1;

"Shareholder" means any holder of any Shares;

"Share Sale" 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;

"**Shares**" means the Ordinary Shares and any other shares issued by the Company from time to time;

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

"**Tag Along Documents**" means any or all of the stock transfer form, indemnity for lost share or loan note certificate, sale agreement, form of acceptance and deed of adherence and any other documentation required by the Tag Offeror to be executed by the Eligible Shareholders;

"**Treasury Shares**" 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;

"**Trustees**" means the trustee(s) of a Family Trust; and

"**£**" means pounds sterling, being the lawful currency of the United Kingdom.

3. PROCEEDINGS OF DIRECTORS

3.1 The quorum for Directors' meetings shall be:

- (a) at least two Directors if the number of directors in office is three or more; or
- (b) all of the Directors if the number of directors is two or less.

Article 11(2) of the Model Articles shall not apply to the Company.

3.2 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 chairman shall not have a second or casting vote, Article 13 of the Model Articles shall not apply to the Company.

3.3 A decision of the Directors may take the form of a resolution in writing, where each director who is entitled to attend and vote at a meeting of the Board ("**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 3.3 also.

3.4 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.

4. ALTERNATE DIRECTORS

Articles 15 and 25 to 27 of the model articles for public companies limited by shares contained in Schedule 3 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall apply to the Company.

5. APPOINTMENT OF DIRECTORS

- 5.1 Unless and until the Company in general meeting or by written resolution of the members shall otherwise determine, the number of Directors shall not exceed seven.
- 5.2 The Founders shall have the right to appoint and maintain in office three natural persons to hold office as executive directors of the Company and to remove the directors so appointed and, upon their removal, whether by the Founders or otherwise, to appoint another director in their place.
- 5.3 The Founders shall also have the right to appoint and maintain in office four natural persons to hold office as independent non-executive directors of the Company and to remove the directors so appointed and, upon their removal whether by the Founders or otherwise, to appoint another director in their place.

6. DIRECTORS' INTERESTS

- 6.1 Subject to the provisions of the Act, and provided that he has declared to the Directors the nature and extent of his 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. Article 14 of the Model Articles shall not apply to the Company.
- 6.2 Subject to the provisions of the Act, and provided that he has declared to the Directors 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.

7. SHARE CAPITAL

- 7.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Adoption Date and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 7.2 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.
- 7.3 Subject to the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.
- 7.4 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”.
- 7.5 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”.
- 7.6 Each of the Ordinary Shares shall entitle its holder to receive notice of, attend and vote at any general meeting of the Company.
- 7.7 The Founders’ Ordinary Shares shall at all times in aggregate entitle each Founder to exercise at least 5 per cent of the votes at any general meeting of the Company. To the extent there is a reasonable prospect that this will cease to be the case, the Shareholders agree to use their reasonable endeavours to facilitate a structuring solution that will enable the Founders to continue to exercise at least 5 per cent of the votes at any general meeting of the Company.

8. DIVIDENDS

- 8.1 In respect of any Financial Year, the Company’s Available Profits will be applied as set out in this Article 8.
- 8.2 Any Available Profits which the Company may determine to distribute in respect of any Financial Year will be distributed among the holders of the Ordinary Shares pro rata to their respective holdings of Ordinary Shares.
- 8.3 Subject to the Act and these Articles, the Board may pay interim dividends if justified by the Available Profits in respect of the relevant period.
- 8.4 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.

- 8.5 On an IPO, if the Company has insufficient Available Profits for distribution to pay any Arrears, the Company shall, by way of special dividend and in lieu of the accrued dividends the Company is prohibited from paying, allot to each holder of Shares by way of capitalisation of reserves such number of Ordinary Shares (disregarding any fraction of a share) as shall have an aggregate Realisation Price equal to the unpaid dividend.
- 8.6 If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.
- 8.7 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.
- 8.8 If:
- (a) a Share is subject to the Company's Lien; and
 - (b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it,
- they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide). The Company shall notify the distribution recipient in writing of:
- (a) the fact and sum of any such deduction;
 - (b) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and
 - (c) how the money deducted has been applied.
- 8.9 Article 31(1) of the Model Articles shall be amended by:
- (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing"; and
 - (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".

9. RETURNS OF CAPITAL

- 9.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) prior to the Company or any Group Company having received "Authorisation with Restrictions" from the PRA the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so):

- (a) first in paying to the Investor, in priority to any other classes of Shares, an amount per share held equal to the Reference Price (provided that if there are insufficient surplus assets to pay the amounts per share equal to the Reference Price, the remaining surplus assets shall be distributed to the Investor); and
 - (b) the balance of the surplus assets (if any) shall be distributed among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held.
- 9.2 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) after the Company or any Group Company having received "Authorisation with Restrictions" from the PRA the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so) among the holders of the Ordinary Shares pro rata to their respective holdings of Ordinary Shares.
- 10. ALLOTMENT OF NEW SECURITIES: PRE-EMPTION**
- 10.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act do not apply to an allotment of equity securities made by the Company.
- 10.2 Any New Securities shall, before they are allotted or granted on any terms, be first offered by the Company in writing to each Shareholder by:
 - (a) giving details of the number and subscription price of the New Securities;
 - (b) inviting him to apply for the New Securities at the subscription price (being on no less favourable terms);
 - (c) stating that he will have a period of at least 15 days from the date of the notice in which to apply;
 - (d) stating that, if there is competition among the Shareholders for the New Securities, the New Securities will be allocated to him in the proportion (as nearly as may be) that his existing holdings of Shares bears to the total number of Shares held by those Shareholders who have applied for New Securities (his "**Proportionate Allocation**"); and
 - (e) inviting him to indicate if he is willing to purchase New Securities in excess of his Proportionate Allocation ("**Extra Securities**") and, if so, the number of Extra Securities.
- 10.3 On expiry of an offer made in accordance with Article 10.2 (or sooner if applications or refusals have been received from all Shareholders and all requisite approvals have been given), the Company shall allot or grant (as the case may be) the New Securities as follows:
 - (a) if the total number of New Securities applied for is equal to or less than the New Securities offered, each Shareholder shall be allocated the number applied for by him; or
 - (b) if the total number of New Securities applied for is more than the New Securities offered, each Shareholder shall be allocated his Proportionate Allocation or, if less, the number of New Securities for which he has applied;

- (c) applications for Extra Securities shall be allocated in accordance with such applications or, in the event of competition, among those Shareholders applying for Extra Securities in proportion to their Proportionate Allocations but so that no applicant shall be allocated more Extra Securities than he has applied for and so that if there is a surplus further allocations shall be made on the same basis (and if necessary more than once) until all New Securities have been allocated; and
- (d) fractional entitlements shall be rounded to the nearest whole number,

following which the Directors may, subject to these Articles and the Act, allot or grant (as the case may be) such New Securities as have not been taken up in such manner as they think fit, but on no less favourable terms.

- 10.4 No Shares shall be allotted 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 Income Tax (Earnings and Pensions) Act 2003 election with the Company if so required by the Company.
- 10.5 The Company (with the consent of the Board) may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder. The Directors are not authorised to determine the terms, conditions and manner of redemption unless express authorisation to do so is given by the Shareholders by ordinary resolution. Article 22(2) of the Model Articles shall not apply to the Company.
- 10.6 If new shares are issued to a holder of Shares pursuant to a Rescue Issue each other shareholder who is unable or not permitted to participate in the Rescue Issue for a period of not less than 14 days and not more than 21 days commencing after the date of the Rescue Issue shall have the right to participate in the Rescue Issue pro rata to their Proportionate Allocation had the provisions of Articles 10.1 and 10.2 been applied.

11. ANTI-DILUTION PROTECTION

- 11.1 If prior to the Company or any Group Company having received "Authorisation with Restrictions" from the PRA (after which for the avoidance of doubt the provisions of this Article 11 shall cease to apply, New Securities are issued by the Company at a price per New Security which equates to less than the Reference Price (a "**Qualifying Issue**") (which in the event that the New Security is not issued for cash shall be a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the new consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that the Investor shall have specifically waived its rights under this Article in writing, issue to the Investor a number of new Ordinary Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share) (the "**Anti-Dilution Shares**"):

$$N = \left(\frac{W}{X} \right) - Z$$

Where:

N = the number of Anti-Dilution Shares;

W = the total amount subscribed (whether in cash or by way of conversion of loan) by the Investor for its Shares prior to the Qualifying Issue;

X = the lowest price at which each New Security is to be issued (which in the event that the New Security is not issued for cash shall be the sum certified by the Auditors acting as experts and not arbitrators as being in their opinion the current cash value of the non cash consideration for the allotment of the New Security);

Z = the number of Shares held by the Investor prior to the Qualifying Issue.

11.2 The Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful or the Investor shall agree otherwise, in which event the Investor shall be entitled to subscribe for the Anti-Dilution Shares in cash at par (being the par value approved in advance by the Company) and the entitlement of the Investor to Anti-Dilution Shares shall be increased by adjustment to the formula set out in Article 11.1 so that the Investor shall be in no worse position than if they had not so subscribed at par. In the event of any dispute between the Company and the Investor as to the effect of Article 11.1 or this Article 11.2, the matter shall be referred (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 11.2(a) (if applicable), be issued, credited fully paid up in cash and shall rank pari passu in all respects with the existing Ordinary Shares, within five Business Days of the expiry of the offer being made by the Company to the Investor and pursuant to Article 11.2(a).

11.3 For the purposes of this Article 11 any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued.

12. TRANSFERS OF SHARES - GENERAL

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

12.3 The Directors may refuse to register a transfer of a Share if:

- (a) a Shareholder transfers a Share other than in accordance with these Articles; or
- (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company and such person has not entered into a joint section 431 ITEPA election with the Company.

Article 26(5) of the Model Articles shall be modified accordingly.

- 12.4 The Directors may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement in force between some or all of the Shareholders and the Company.
- 12.5 Articles 27 to 29 of the Model Articles regarding transmission of shares shall not apply to the Company.
- 12.6 Any transfer of a Share by way of sale which is required to be made under Articles 12 to 16 (inclusive) and 18 will be deemed to include a warranty that the transferor sells with full title guarantee.

13. PERMITTED TRANSFERS

- 13.1 A Shareholder (the "**Original Shareholder**") may transfer all or any of his or its Shares to:
- (a) a Permitted Transferee without restriction as to price or otherwise;
 - (b) the Founder following which such Founder will be regarded as an Original Shareholder in relation to the Shares transferred to them;
 - (c) any person in accordance with Articles 15, 16, 18 and 19.
- 13.2 Shares previously transferred as permitted by Article 13.1 may be transferred by the transferee to the Original Shareholder or any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 13.3 Where, upon death of a Shareholder, the persons legally or beneficially entitled to any Shares are Permitted Transferees of that deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees without restriction as to price or otherwise.
- 13.4 A transfer of any Shares approved by the Board may be made without restriction as to price or otherwise and each transfer shall be registered by the Directors.

14. TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

- 14.1 Save where the provisions of Articles 13 (Permitted Transfers), 15 (Drag Along), 16 (Tag Along) or 18 (Compulsory Transfers – General) apply, a Shareholder who wishes to transfer Shares (a "**Seller**") shall give notice in writing (which cannot be withdrawn save with the consent of the Board) (a "**Transfer Notice**") to the Company (constituting the Company the agent of the Seller) specifying:
- (a) the number of 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 (which will be deemed to be Fair Value of the Sale Shares if no price is agreed between the Seller, the Board and the Founder (the "**Transfer Price**").

If a Shareholder is deemed to have given a Transfer Notice, the price at which he is to transfer the Sale Shares (being in this case the Transfer Price) shall be agreed between such Shareholder

and the Board and failing such agreement such price will be deemed to be the Fair Value of such Shares.

- 14.2 As soon as practicable following the receipt of a Transfer Notice (or, in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 17), the Company shall give notice in writing to each Shareholder other than the Seller or any other person who has given a Transfer Notice in accordance with Article 18 (each an "**Eligible Shareholder**"):
- (a) inviting him to apply for the Sale Shares at the Transfer Price;
 - (b) stating that he will have a period of at least 15 days from the date of the notice in which to apply;
 - (c) stating that, all of the Sale Shares shall be offered to all Eligible Shareholders and if there is competition among the other Eligible Shareholders for the Sale Shares, the Sale Shares will be allocated to him in the proportion (as nearly as may be) that his existing holding of Shares bears to the total number of Shares held by all the other Eligible Shareholders who have applied for Sale Shares (the "**Transfer Proportionate Allocation**");
 - (d) inviting him to indicate if he is willing to purchase Sale Shares in excess of his Transfer Proportionate Allocation ("**Extra Shares**") and, if so, the number of Extra Shares.
- 14.3 On expiry of an offer made in accordance with Article 14.2 (or sooner if applications or refusals have been received from the Eligible Shareholders), the Company shall allocate the Sale Shares as follows:
- (a) if the total number of Sale Shares applied for is equal to or less than the number of Sale Shares, each Eligible Shareholder shall then be allocated the number of Sale Shares applied for by him; or
 - (b) if the total number of Sale Shares applied for is more than the available number of Sale Shares, each Eligible Shareholder shall then be allocated his Transfer Proportionate Allocation or, if less, the number of Sale Shares for which he has applied; and
 - (c) applications for Extra Shares shall be allocated in accordance with such applications received from the Eligible Shareholders or, in the event of competition, among those other Eligible Shareholders applying for Extra Shares in proportion to their Transfer Proportionate Allocations but so that no such applicant shall be allocated more Extra Shares than he has applied for and so that if there is a surplus further allocations shall be made on the same basis (and if necessary more than once) until all Shares have been allocated; and
 - (d) fractional entitlements shall be rounded to the nearest whole number.
- 14.4 The Company shall give written notice of allocation (an "**Allocation Notice**") to the Seller which shall specify the number of Sale Shares to be allocated to each applicant and the place and time (being not less than 7 nor more than 14 days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.
- 14.5 On service of an Allocation Notice, the Seller shall, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

- 14.6 If the Seller fails to comply with the provisions of Article 14.5:
- (a) the chairman of the Directors or, failing him, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the applicants; and
 - (ii) receive the Transfer Price and give a good discharge for it and (subject to the transfer being duly stamped) enter each applicant in the register of members as the holders of the Sale Shares allocated to him; and
 - (b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered to the Company his certificate(s) for the relevant Shares (or a suitable indemnity).
- 14.7 If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 14.8, the Seller may, within three months after service of the Allocation Notice, transfer the unsold Sale Shares not included in the Allocation Notice to any person at a price at least equal to the Transfer Price.
- 14.8 Notwithstanding anything to the contrary, the right of any Seller to transfer Shares under Article 14 shall not apply if the Founders have given written consent (such consent not to be unreasonably delayed or withheld).

15. DRAG ALONG

Drag Along Right

- 15.1 Notwithstanding anything to the contrary, if the holders of a majority of the Ordinary Shares wish to sell on bona fide arm's length terms all of their shares in the capital of the Company to a third party purchaser (the "**Drag Offeror**"), those shareholders that constitute such Shareholders (the "**Dragging Shareholders**") will have the right (the "**Drag Along Right**") to require all of the other shareholders (the "**Called Shareholders**") to sell and transfer all of their shares in the capital of the Company (the "**Called Securities**") to the Drag Offeror, or as the Drag Offeror may direct, free from all Encumbrances and together with all rights then attaching to them.

Drag Along Notice

- 15.2 The Drag Along Right will be exercisable by the Dragging Shareholders giving written notice of their intention to exercise the Drag Along Right to the Company prior to the transfer of the Dragging Shareholders' Securities to the Drag Offeror (the "**Drag Along Notice**"). The Drag Along Notice will specify:
- (a) the Called Securities to be transferred;
 - (b) any terms of sale to which Called Shareholders are required to adhere and will enclose copies of the Drag Along Documents (if any);
 - (c) the identity of the Drag Offeror;
 - (d) the proposed price to be paid by the Drag Offeror for each class of the Called Securities;

- (e) confirmation that, save in the circumstances described in Article 15.4, the Dragging Shareholders are not receiving any payment or other financial benefit that could reasonably be regarded as consideration for shares which is not also being offered to the Called Shareholders; and
 - (f) the proposed place, date and time of Drag Completion.
- 15.3 The Company will send copies of the Drag Along Notice and Drag Along Documents (if any) to each of the Called Shareholders at their address shown on the Company's register of shareholders and require all of them to sell and transfer to the Drag Offeror, or as the Drag Offeror may direct, at Drag Completion all of their Called Securities on the terms set out in the Drag Along Notice.

Price

- 15.4 The form of consideration (which for the avoidance of doubt, may be non-cash) and value of such consideration for each class of Called Securities will be the same as that offered for each corresponding class of Dragging Shareholders' Securities being transferred by the Dragging Shareholders to the Drag Offeror (the "**Called Securities Price**"). The Called Securities Price will be expressed net of any transaction costs that are for the account of the Dragging Shareholders and Called Shareholders which will be borne by each of the Dragging Shareholders and Called Shareholders in proportion to their holding of Ordinary Shares.

Drag Completion

- 15.5 Drag Completion will take place on the same date as the date proposed for completion of the sale of the Dragging Shareholders' Securities in respect of those Called Securities where the holders of such Securities provide written notice to the Company within five Business Days of receipt of the Drag Along Notice irrevocably undertaking to provide their duly executed Drag Along Documents prior to Drag Completion and in respect of all other Called Shareholders or those who fail to comply with the undertaking to deliver duly executed Drag Along Documents on their due date Drag Completion will take place on a date to be specified by the Dragging Shareholders that is no more than 20 Business Days later.
- 15.6 On or before Drag Completion, each Called Shareholder will deliver duly executed Drag Along Documents in respect of their Called Securities to the Company. Subject always to receipt of the Drag Along Documents, on Drag Completion the Company will pay each Called Shareholder, on behalf of the Drag Offeror, the Called Securities Price due. Payment to the Called Shareholder will be made to its address on the Company's register of shareholders. The Company's receipt for the Called Securities Price due will be a good discharge to the relevant Drag Offeror who will not be bound to see its application. Pending compliance by the Called Shareholder with the obligations in this Article 14, the Company will hold any funds or other form of consideration received from the Drag Offeror in respect of the Called Securities on trust for the defaulting Called Shareholder, without any obligation to pay interest.

Defaulting Called Shareholders

- 15.7 If any Called Shareholder does not transfer the Called Securities registered in their name and execute all of the Drag Along Documents (if any), the defaulting Called Shareholder will be deemed to have irrevocably appointed any person nominated for the purpose by the Dragging Shareholders to be their agent to execute, complete and deliver a transfer of those Called Securities in favour of the Drag Offeror, or as they may direct, against receipt by the Company of the consideration due for the relevant Called Securities. The Company's receipt of the

consideration will be a good discharge to the Drag Offeror, who will not be bound to see its application. The Company will hold the consideration on trust for the relevant Called Shareholder(s) without any obligation to pay interest. The directors will without delay register the transfer(s), after which the validity of such transfer(s) will not be questioned by any person. Each Called Shareholder will surrender their share certificate(s) (or, where appropriate provide an indemnity in respect of it in a form satisfactory to the directors) although it will be no impediment to registration of shares under this Article 14 that no share certificate has been produced. On such surrender or provision and execution of all the Drag Along Documents, the defaulting Called Shareholder(s) will be entitled to the consideration for the Called Securities transferred on their behalf.

- 15.8 The Company will be entitled to hold the Called Securities Price payable to any Called Shareholder without any obligation to pay interest for so long as the Called Shareholder does not execute all of the Drag Along Documents to the reasonable satisfaction of the directors.
- 15.9 Subject to Article 15.10, unless the Dragging Shareholders otherwise agree in writing, any Called Securities held by a Called Shareholder on the date of a Drag Along Notice (and any securities subsequently acquired by an Option Shareholder) will:
- (a) automatically cease to confer the right to receive notice of or to attend or vote (either in person or by proxy and whether on a poll or on a show of hands) at any general meeting of the Company or (subject to the Companies Law) (but excluding any meeting of the holders of any class of shares), or to receive a copy of any proposed written resolution, with effect from the date of the Drag Along Notice (or the date of acquisition of such shares, if later);
 - (b) not be counted in determining the total number of votes which may be cast at any such meeting, or required for the purposes of a written resolution of the shareholders (but excluding any written resolution of any class of shareholders); and
 - (c) notwithstanding any other provisions in these articles, not be transferred otherwise than under this Article 15.
- 15.10 The right referred to in Article 15.9 will be restored immediately upon the transfer of the Called Securities in accordance with this Article 14.

Drag Offeror

- 15.11 The Dragging Shareholders will be entitled at any time to direct that the Drag Along Right is exercisable by the Drag Offeror at any time after the Drag Offeror becomes a shareholder in substitution for exercise of the same by the Dragging Shareholders. Such a direction will be given by written notice from the Dragging Shareholders to the Company. If such direction is made, the provisions of this Article 15 will apply with the appropriate changes and Drag Completion will take place no later than 30 Business Days after the date of such written notice in respect of those Called Shareholders who have not provided written notice to the Company within five Business Days of receipt of the Drag Along Notice irrevocably undertaking to provide their duly executed Drag Along Documents prior to Drag Completion.

Miscellaneous

- 15.12 Any transfer of Securities made by the Dragging Shareholders or Called Shareholders in accordance with this Article 14 will not be subject to any restrictions on transfer contained in these articles.

16. TAG ALONG

Tag Along Right

- 16.1 If the holders of a majority of the Ordinary Shares (together, the “**Majority Shareholders**”) wish to sell on bona fide arm’s length terms all of their shares in the capital of the Company to a third party purchaser and the Drag Along Right has not been exercised within 15 Business Days prior to the date of the relevant transfer, the relevant purchaser(s) (the “**Tag Offeror**”) will be required to make an offer (the “**Tag Offer**”) to purchase all of the Ordinary Shares held by all shareholders other than the Majority Shareholders (the “**Eligible Shareholders**” and the “**Tag Securities**”).

Tag Along terms

- 16.2 The terms of the Tag Offer will be that:

- (a) it will be open for acceptance for not less than 10 Business Days from the date of the Tag Notice (the end of such period being the “**Tag Expiry Date**”), and will be deemed to have been rejected if not accepted in accordance with the terms of the offer and within the period during which it is open for acceptance;
- (b) the form of consideration and value of such consideration for each of the Tag Securities will be the same as that offered for each of the corresponding shares being transferred by the Majority Shareholders to the Tag Offeror (the “**Tag Price**”); and
- (c) Eligible Shareholders that accept the Tag Offer will be required to adhere to the Tag Along Documents provided that their terms are not more onerous than those offered to the Eligible Shareholders.

Tag Notice

- 16.3 If a Tag Offeror is required to make a Tag Offer, the Tag Offeror will give written notice of the same to the Company no later than five Business Days after the expiration of the period referred to in Article 16.1 and not less than 10 Business Days before the transfer of the relevant Securities (the “**Tag Notice**”).
- 16.4 The Tag Notice will specify:
- (a) that Eligible Shareholders are entitled to transfer all or some of their Tag Securities to the Tag Offeror;
 - (b) the terms of sale to which Eligible Shareholders are required to adhere and enclose copies of the Tag Along Documents (if any) relating to the sale;
 - (c) the identity of the Tag Offeror;
 - (d) the Tag Price for each class of the Tag Securities; and
 - (e) the proposed place, date and time of Tag Completion being the same as for completion of the transfer of the relevant Securities by the A Shareholders and being not less than ten Business Days after the issue of the Tag Notice.

- 16.5 The Company will promptly send copies of the Tag Notice and Tag Along Documents (if any) to each Eligible Shareholder at their address shown on the Company's register of shareholders.

Acceptance

- 16.6 Any Eligible Shareholder who wishes to accept the Tag Offer (an "Accepting Shareholder") must serve an irrevocable and unconditional written notice on the Company (the "Acceptance Notice") before the Tag Expiry Date.
- 16.7 The Acceptance Notice will make the Company the agent of the Accepting Shareholder(s) for the sale of the Tag Securities on the terms of the Tag Offer, together with all rights attached and free from Encumbrances.

Tag Completion

- 16.8 Within three Business Days after the Tag Expiry Date the Company will notify the Tag Offeror of the names and addresses of the Accepting Shareholders who have accepted the Tag Offer.
- 16.9 On or before Tag Completion, each Accepting Shareholder will deliver duly executed Tag Along Documents (if any) in respect of their Tag Securities to the Company. Subject always to receipt of the Tag Along Documents, on Tag Completion the Company will pay each Accepting Shareholder, on behalf of the Tag Offeror, the Tag Price due. Payment to the Accepting Shareholder will be made to its address on the Company's register of shareholders. The Company's receipt for the Tag Price due will be a good discharge to the relevant Tag Offeror who will not be bound to see its application. Pending compliance by the Accepting Shareholder with the obligations in this Article 16, the Company will hold any funds or other form of consideration received from the Tag Offeror in respect of the Tag Securities on trust for the defaulting Accepting Shareholder, without any obligation to pay interest.

Defaulting Tagging Shareholders

- 16.10 If any Accepting Shareholder does not transfer the Tag Securities registered in their name and execute all of the Tag Along Documents (if any), the directors may authorise any director to be their agent to execute, complete and deliver a transfer of those Tag Securities in favour of the Tag Offeror, against receipt by the Company of the consideration due for the relevant Tag Securities. The Company's receipt of the consideration due will be a good discharge to the Tag Offeror, who will not be bound to see its application. The Company will hold the consideration on trust for the relevant Accepting Shareholder(s) without any obligation to pay interest. The directors will without delay register the transfer(s), after which the validity of such transfer(s) will not be questioned by any person. Each defaulting Accepting Shareholder will surrender their share certificate(s) (or, where appropriate, provide an indemnity in respect of it in a form satisfactory to the directors) although it will be no impediment to registration of Securities under this Article 16 that no share certificate has been produced. On such surrender or provision and the execution of all the Tag Along Documents, the defaulting Accepting Shareholder(s) will be entitled to the consideration for the Tag Securities transferred on their behalf, without interest.
- 16.11 The Company will be entitled to hold the consideration for the Tag Securities payable to any Accepting Shareholder on behalf of any Accepting Shareholder without any obligation to pay interest for so long as the Accepting Shareholder does not execute all of the Tag Along Documents to the satisfaction of the directors.

Miscellaneous

Any transfer of Tag Securities made by the Accepting Shareholders in accordance with this Article 16 will not be subject to any restrictions on transfer contained in these articles.

17. VALUATION OF SHARES

- 17.1 In the absence of agreement pursuant to Article 14.1 then the Board shall (at the expense of the Seller on an indemnity basis) appoint an expert valuer in accordance with Article 17.2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares or if the Fair Value has been certified by Expert Valuer within the preceding 12 weeks, such certified Fair Value shall apply.
- 17.2 The Expert Valuer will be the Auditors unless this is not agreed by the Seller and the Board in which case it will be an independent firm of chartered accountants to be agreed between the Board and the Seller or failing agreement within 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 appointed by the Company.
- 17.3 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 without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent; and
 - (e) reflect any other factors which the Expert Valuer reasonably believe should be taken into account.
- 17.4 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of its appointment and to notify the Board and the Seller of its determination. The Expert Valuer shall act as experts and not as arbitrators and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).

18. COMPULSORY TRANSFERS - GENERAL

- 18.1 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.
- 18.2 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, 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.
- 18.3 If a Permitted Transferee ceases to be a Permitted Transferee of 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 another Permitted Transferee of the Original Shareholder without restriction as to price or otherwise, failing which it will be deemed to have given a Transfer Notice in respect of those Shares.

- 18.4 On the death, 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.
- 18.5 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 18.5 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.

- 18.6 If there is a change in control (as control is defined in section 1124 of the Corporation Tax Act 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 any Permitted Transferee and/or nominee) a Transfer Notice in respect of all the Shares registered in its name, its Permitted Transferee name and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee of the Original Shareholder before being required to serve a Transfer Notice.

19. LEAVERS

Deemed Transfer Notice

- 19.1 The provisions of this article shall apply to any Leaver and to any Leaver's Shares.
- 19.2 Unless the Board determines that this Article 19.2 shall not apply, if any person becomes a Leaver during the Relevant Period, the Board may within one year of the Leaving Date serve notice on the Leaver notifying them that they are, with immediate effect, deemed to have

offered such number of their Leaver Shares to such person or persons as set out in the notice (the "Sale Notice").

- 19.3 On receipt of the Sale Notice, the Leaver shall be obliged to immediately transfer, at the Sale Price as determined in accordance with Article 19.4, such number of Leaver Shares to the person or persons specified in the Sale Notice. Completion of the sale and purchase shall take place within 5 Business Days of the date of the Sale Notice, at which time the Leaver shall transfer the relevant Shares to the person(s) specified in the Sale Notice and deliver the relevant Share certificates against payment of the sale price for the Shares.
- 19.4 In such circumstances the sale price shall be as follows:
- (a) where the Leaver is a Bad Leaver, the original subscription price of the Leaver's Shares;
 - (b) where the Leaver is a Good Leaver, the aggregate Fair Value of the Leaver's Shares.
- 19.5 For the purposes of this Article, Fair Value shall be as agreed between the Board and the Good Leaver or failing agreement within five Business Days of seeking to agree such price, shall be as determined in accordance with Article 17.
- 19.6 For the purposes of this Article, the Leaver's Shares will be offered in the following order of priority:
- (a) to any person(s) approved by the Board (other than the Leaver); and/or
 - (b) to the Company (subject always to the provisions of the Act).]

Suspension of voting rights

- 19.7 All voting rights attached to the Shares held by a Leaver or by any Permitted Transferee of that Leaver (the "**Restricted Member**"), if any, shall be suspended at the time he or she becomes a Leaver unless the Board notifies him or her otherwise.
- 19.8 Any Shares whose voting rights are suspended pursuant to Article 19.7 ("**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 19.7 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.

20. LIEN

- 20.1 The Company shall have a first and paramount lien (the "**Company's Lien**") over every Share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share.
- 20.2 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.

20.3 Subject to the provisions of this Article 20, if:

- (a) a notice complying with Article 20.4 (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.

20.4 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.

20.5 Where any Share is sold pursuant to this Article 20:

- (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.

20.6 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.

20.7 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.

21. INDEMNITIES AND INSURANCE

21.1 Subject to the provisions of the Act:

- (a) without prejudice to any indemnity to which a Director or officer of the Company may otherwise be entitled, every Director or other officer of the Company (other than the Auditors) shall be entitled to be indemnified out of the assets of the Company against all costs, losses, liabilities and expenses which he may sustain or incur in or about the execution of the duties of his, her or its office or otherwise in relation to his, her or its office, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his, her or its favour or in which he is acquitted or in connection with any application under sections 144 or 727 of the Act or sections 661(3) or (4) or 1157 of the Act in which relief is granted to him by the court, and no Director or other officer (other than the Auditors) shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his, her or its office or otherwise in relation to his, her or its office;
- (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.

21.2 The Company may (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.

22. DATA PROTECTION

Each of the Shareholders and Directors consent to the processing of their Personal Data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the Personal Data either electronically or manually. The Personal Data which may be processed under this Article 22 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that Personal Data may not be disclosed by a Recipient or any other person except to a member of the same group

("Recipient Group Companies") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Shareholders and Directors consent to the transfer of relevant Personal Data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.