

LGN INNOVATIONS LIMITED
(the “Company”)

MINUTES OF A MEETING of the Board of Directors of the Company held on **18th October 2019** at
84 Canon Street, Shrewsbury, SY2 5HF.

Present:	James Arthur
	Luke Robinson
	Daniel Warner
Apologies:	Jos Trehern

FRIDAY



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COMPANIES HOUSE

1. NOTICE AND QUORUM

Daniel Warner was appointed Chairman of the meeting. It was noted that the meeting had been duly convened and that a quorum was present.

2. PURPOSE OF THE MEETING

2.1 The purpose of the meeting was to consider and, if thought fit, to approve:

- 2.1.1 the terms on which certain persons would invest in the Company (the “**Investment**”);
 - 2.1.2 the entry (or ratification of entry) by the Company into the documents listed in paragraphs 2.2.1 to 2.2.5 below (the “**Documents**”);
 - 2.1.3 the allotment and issue of A ordinary shares of £0.001 each in the capital of the Company (“**A Ordinary Shares**”) in the amounts set out in paragraph 6 below; and
 - 2.1.4 the Company’s proposal to adopt new articles of association of the Company (the “**New Articles**”),
- (together, the “**Transaction**”).

2.2 The following documents were produced to the meeting and noted:

- 2.2.1 an investment agreement between, inter alios, (1) AI Seed 2 Nominees Ltd, Luminous Ventures Limited and InMotion Ventures Limited (the “**Investors**”); (2) Hut 4 Management Limited (the “**Fund Adviser**”); and (3) the Company (the “**Agreement**”);
- 2.2.2 a disclosure letter to be delivered by the Warrantors (including the Company, as defined in the Agreement) to the Investors and the Fund Adviser (the “**Disclosure Letter**”);
- 2.2.3 the Intellectual Property Deed of Assignment (as defined in the Agreement) duly executed on 5 September 2019 for each Founder;
- 2.2.4 new service agreements for each of James Arthur, Luke Robinson and Daniel Warner;
- 2.2.5 a deed of cooperation entered into between the Company, Hazy Limited, each Founder and Harry Keen on 31 October 2018 in respect of the Company’s intellectual property; and
- 2.2.6 the New Articles.

3. DECLARATION OF INTERESTS

- 3.1 The directors noted the requirement to comply with their duties to the Company, including the duties set out in sections 171 and 177 of the Companies Act 2006 (the “Act”). These include a duty to declare interests in proposed transactions and arrangements with the Company and a separate independent statutory obligation to declare interests in existing transactions and arrangements with the Company.
- 3.2 The directors also noted their duty to avoid a situation in which they have, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.
- 3.3 In accordance with section 177 of the Act, the directors present declared the nature and extent of their interests in the matters to be discussed at the meeting. It was noted that, notwithstanding each director being an existing shareholder of the Company, under article 7.1 of the Company’s articles of association, the directors were not precluded from voting and counting towards the quorum of the meeting.

4. APPROVAL AND CIRCULATION OF WRITTEN RESOLUTION

- 4.1 It was proposed that:
- 4.1.1 the Company adopts the New Articles; and
 - 4.1.2 the directors be empowered to allot equity securities in the Company without reference to section 561 of the Act (existing shareholders’ right of pre-emption) up to aggregate nominal amounts of £33.731 of A Ordinary Shares and £5.654 Ordinary Shares in the capital of the Company.
- 4.2 There was produced to the meeting a form of members’ written resolution to be passed under chapter 2 of part 13 of the Act containing resolutions for the matters referred to in paragraph 4.1 above (the “**Written Resolution**”).

5. APPROVAL OF DOCUMENTS

- 5.1 After due and careful consideration, **IT WAS RESOLVED** that the Documents be approved and entry into them be ratified (in so far as applicable) and that any director be authorised in the name and on behalf of the Company to execute and deliver all such further documents and to take all such further action as they may consider necessary or appropriate in connection with entry into the Documents.
- 5.2 After due and careful consideration, **IT WAS RESOLVED** that the draft of the New Articles be approved and circulated under the Written Resolution to the eligible members of the Company as entitled to vote on the date of circulation.
- 5.3 **IT WAS FURTHER RESOLVED** that, upon and subject to the Written Resolution being duly passed by the members of the Company, any director sign and date a print of the Written Resolution on behalf of the Company to indicate that it had been passed and that the New Articles had been adopted.

6. ALLOTMENT OF SHARES

- 6.1 **IT WAS RESOLVED** that:
- 6.1.1 subject to payment in full being received from AI Seed 2 Nominees Ltd, the application for 4,527 A Ordinary Shares of £0.001 each be approved at a subscription price of

£119,997.90 and such A Ordinary Shares of £0.001 each be duly allotted and issued; and

6.1.2 subject to payment in full being received from Luminous Ventures SCSp, the application for 9,431 A Ordinary Shares of £0.001 each be approved at a subscription price of £249,989.30 and such A Ordinary Shares of £0.001 each be duly allotted and issued.

6.1.3 subject to payment in full being received from InMotion Ventures Limited, the application for 3,773 A Ordinary Shares of £0.001 each be approved at a subscription price of £99,995.72 and such A Ordinary Shares of £0.001 each be duly allotted and issued.

6.2 **IT WAS RESOLVED** that the allotments and issues be and are approved and the applicants be entered into the register of members as holders of the A Ordinary Shares of £0.001 each and that share certificates be issued to the Investors accordingly.

7. EXECUTION OF DOCUMENTS

7.1 IT WAS RESOLVED:

7.1.1 in respect of any Document that was a deed, or was otherwise required to be executed (or had been executed, and its entry ratified), in accordance with section 44 of the Act, that:

- (a) the Document be executed by the Company by the signature of any person or persons, as determined by the directors or and two Directors or a Director and the secretary or a Director in the presence of a witness; and
- (b) if a deed, the Document be delivered at the time and in the manner determined by that Director or Directors signing;

7.1.2 in respect of any Document that was to be executed under hand (or had been executed, and its entry ratified), that any one Director of the Company be authorised to sign it on behalf of the Company; and


7.1.3 the persons authorised to execute or sign any Document be authorised to agree any variations to it (whether or not of substance) and that the execution or signing of such Document shall be conclusive evidence that such variations have been authorised and ratified by the Company.

8. FILING

8.1 **IT WAS RESOLVED** that any director be authorised and instructed to complete and sign (or to procure completion and signature of) all appropriate forms and other documents in respect of the matters referred to above and to arrange for delivery of such forms and documents to the Registrar of Companies and to such persons as may be required.

9. END OF MEETING

9.1 As there was no other business the chairman then declared the meeting closed.


Chairman

Company No. 11652253

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LGN INNOVATIONS LIMITED

Adopted by special resolution passed on 28 October 2019

CONTENTS

1.	MODEL ARTICLES.....	1
2.	INTERPRETATION.....	1
3.	SHARE CAPITAL.....	5
4.	SHARE RIGHTS	5
5.	ISSUES OF NEW SHARES	6
6.	ALL SHARES TO BE FULLY PAID UP	8
7.	TRANSFER OF SHARES	8
8.	PROHIBITED TRANSFERS	8
9.	PERMITTED TRANSFERS.....	9
10.	PRE-EMPTION	11
11.	COMPULSORY TRANSFER	15
12.	LEAVERS' SHARES	17
13.	CONVERSION OF A ORDINARY SHARES.....	17
14.	COMPLIANCE.....	18
15.	DRAW ALONG.....	18
16.	TAG ALONG.....	19
17.	CO-SALE.....	20
18.	PROCEEDINGS OF SHAREHOLDERS.....	21
19.	NUMBER OF DIRECTORS	22
20.	APPOINTMENT AND REMOVAL OF DIRECTORS	22
21.	ALTERNATE DIRECTORS	22
22.	PROCEEDINGS OF DIRECTORS	22
23.	DIRECTOR APPOINTMENT RIGHTS	24
24.	DIRECTORS' INTERESTS	24
25.	DIRECTORS' CONFLICTS.....	25
26.	BORROWING POWERS	26
27.	COMMITTEES.....	27
28.	NOTICES	27
29.	INDEMNITIES AND INSURANCE.....	27
30.	DATA PROTECTION.....	28

ARTICLES OF ASSOCIATION

of

LGN INNOVATIONS LIMITED ("Company")

Adopted by special resolution passed on 28 October 2019

PRELIMINARY

1. MODEL ARTICLES

- 1.1 The articles of association of the Company ("**Articles**") shall comprise the regulations contained herein together with the regulations contained in the model articles for private companies limited by shares as set out in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) ("**Model Articles**"), save insofar as they are excluded or modified by, or are inconsistent with, the regulations contained herein.
- 1.2 Model Articles 5, 6, 7, 8, 11(2) and (3), 12, 13, 14(1) to (4) inclusive, 16, 21, 32, 38, 44(2), 50, and 51 to 53 (inclusive) shall not apply to the Company.
- 1.3 In Model Article 25(2)(c) the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".

2. INTERPRETATION

- 2.1 In these Articles, unless the context otherwise requires:

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

"**Act**" means the Companies Act 2006;

"**Auditors**" means the auditors or reporting accountants of the Company from time to time, unless they shall refuse to act for any reason, in which case such other firm of chartered accountants approved by Investor Majority Consent;

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

"**Bad Leaver**" means any Leaver where the cessation of employment or directorship is: (a) as a result of termination by the Company or any relevant Group Company for Cause; or (b) due to such Leaver's resignation, except in circumstances which constitute a constructive, wrongful and/or unfair dismissal save in the case that unfair dismissal is as a result of a procedural defect; or (c) the Leaver has resigned by reason of retirement and the Board and the Investor Majority decide in exercising their absolute discretion that the Leaver is a Good Leaver;

"**Board**" means the board of directors of the Company (or any duly authorised committee

thereof) as constituted from time to time;

“Cause” means the lawful termination of that person’s contract of employment or consultancy without notice or payment in lieu of notice as a consequence of that person’s (a) gross misconduct, including any material breach of obligations to the Company concerning confidentiality or intellectual property or non-compliance with non-compete obligations, (b) fraud or acts of dishonesty, (c) being convicted of any criminal offence (other than a road traffic offence which is not punishable by a custodial sentence) or (d) refusal to substantially perform duties and responsibilities to the Company lawfully required under their employment or consultancy contract in spite of reasonable notice of such failure and a reasonable opportunity to cure such failure;

“Controlling Interest” means an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

“Date of Employment” means the date of the Leaver’s employment contract with the Company and where relevant for each of the Founders such date of employment being as follows:

- Daniel James Warner 27 June 2018;
- James Arthur 31 October 2018;
- Luke Robinson 31 October 2018;
- Vladimir Čeperić 31 October 2018.

“Deferred Conversion Date” means the date that the Leaver’s Ordinary Shares convert into Deferred Shares pursuant to Article 12.1;

“Deferred Shares” means the deferred shares of £0.001 each in the capital of the Company from time to time;

“Director” means a director of the Company from time to time;

“Effective Termination Date” means the date on which the Leaver’s employment or directorship terminates;

“Eligible Director” means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of a particular matter);

“Equity Securities” 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;

“Equity Shareholders” means the holders of Equity Shares from time to time;

“Equity Shares” means the Shares other than the Deferred Shares;

“Family Member” means in relation to a Shareholder, any one or more of that person’s parent, spouse, civil partner, or children (including step-children) or co-habiting partner (where such partner has co-habited with that Shareholder for a period of five years or more as documented by written evidence);

“Family Trust” means in relation to a Shareholder, a trust or settlement set up wholly for the benefit of that person and/or that person’s Family Members;

“Founder” means, for the purposes of these Articles, each of James Arthur, Daniel Warner, Vladimir Ćeperić and Luke Robinson or any Permitted Transferee thereof;

“Fund Adviser” means Hut 4 Management Limited, a company incorporated under the laws of England & Wales under company number 11250670, whose registered office is at Idealondon, 69 Wilson Street, London EC2A 2BB authorised as “Appointed Representative” for SFC Capital Partners Ltd (a firm authorised by the FCA under firm reference number 736284), a company incorporated in England & Wales under company number 09226119, whose registered office is at 1-6 Speedy Place, Cromer Street, London WC1H 8BU;

“Good Leaver” means a Leaver who is not a Bad Leaver or is otherwise determined to be a Good Leaver by the Board with Investor Majority Consent or who is a Leaver due to reasons of death or illness;

“Group” means the Company and each and any of its subsidiaries from time to time;

“InMotion” means InMotion Ventures Limited a company incorporated in England and Wales with registered number 10070632, whose registered office is at Abbey Road, Whitley, Coventry, CV3 4LF;

“Investment Agreement” means the investment agreement between the Company, the Investors (as defined therein), the Fund Adviser, the Existing Shareholders (as defined therein) and the Founders, dated on or around the date hereof;

“Investors” has the meaning set out in the Investment Agreement;

“Investor Majority” means the holders of at least 60 per cent of A Ordinary Shares by nominal value;

“Investor Majority Consent” means the prior written consent of the Investor Majority;

“Leaver” means a person who is a Shareholder and is or has been a director and/or an employee of the Company or any Group Company and who ceases to be a director or employee of the Company or any other Group Company and does not continue as, or thereupon become, a director or employee of any other Group Company;

“Leaver’s Percentage” means in relation to and for the purposes of determining the number of Shares that are required (pursuant to Article 12) to be converted into Deferred Shares within the period commencing on the Date of Employment and ending on the Effective Termination Date, (i) where the number of full calendar months from the Date of Employment to the Effective Termination Date is less than 12, 100%; (ii) where the number of full calendar months from the Date of Employment to the Effective Termination Date is at least 12 but less than 48, the percentage (rounded to the nearest two decimal places) as calculated using the formula below:

$$100 - ((1/48 \times 100) \times NM),$$

where NM = number of full calendar months from the Date of Employment to the Effective Termination Date; or (iii) where the number of full calendar months from the Date of Employment to the Effective Termination Date is at least 48, 0%;

“Luminous” means Luminous Ventures SCSp a company incorporated in Luxembourg with

registered number B197890, whose registered office is at 7 rue Robert Stumper, Luxembourg, L-2557;

"Nominee" means AI Seed 2 Nominees Ltd, a company incorporated under the laws of England & Wales under company number 11975504, whose registered office is at 1-6 Speedy Place Cromer Street, London WC1H 8BU;

"Option Shares" means Shares issued pursuant to any Share Option Scheme;

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

"Permitted Transferee" means a recipient of Shares pursuant to Article 9, and **"Permitted Transfer"** shall be construed accordingly;

"Sale" means an acquisition of the Company by means of merger, consolidation, share exchange or other transaction or series of related transactions resulting in the exchange of the issued shares of the Company's share capital such that the shareholders of the Company prior to such a transaction do not own, directly or indirectly, at least 50% of the voting power of the surviving entity in the same proportions, relative to other shareholders, as they did prior to such transaction or the disposition by sale, license or otherwise of all or substantially all of the assets of the Company;

"Share" means any share in the capital of the Company from time to time;

"Share Option Scheme" means any share option plan or employee share scheme adopted by the Company with Investor Majority Consent, in accordance with the Investment Agreement;

"Shareholder" means a holder of any Share(s) from time to time;

"Transfer Notice" has the meaning given to it in Article 10.1;

"Unvested Shares" means those Leaver Shares which may be required to convert to Deferred Shares pursuant to Article 12.1; and

"Valuers" means a firm of chartered accountants which has been approved with the written consent of the Company, the Founders and the Investor Majority, appointed by the Board acting as agent for the Seller.

2.2 Construction

2.2.1 In these Articles, unless otherwise specified or the context otherwise requires reference to any provision of law is a reference to that provision as modified or re-enacted from time to time and reference to any statutory provision is a reference to any subordinate legislation made under that provision from time to time.

2.2.2 Headings used in these Articles are for reference only and shall not affect the construction or interpretation of these Articles.

2.2.3 The Interpretation Act 1978 shall apply to these Articles in the same way as it applies to an enactment.

2.2.4 Unless otherwise provided in these Articles any word or expressions defined in the Act shall have the same meaning when used in these Articles.

2.3 Other references

In these Articles a reference to:

- 2.3.1 “**Articles**” is a reference to a provision of these Articles and references to paragraphs are, unless otherwise stated, references to paragraphs of the Articles in which the reference appears;
- 2.3.2 “**business day**” means a day, other than a Saturday or a Sunday or a public holiday, on which banks are open for business in London;
- 2.3.3 the term “**connected person**” has the meaning attributed to it by Section 1122 Corporation Tax Act 2010 and “connected with” shall be construed accordingly;
- 2.3.4 the term “**acting in concert**” has the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers;
- 2.3.5 a “**person**” includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established);
- 2.3.6 a “**subsidiary**” means a subsidiary as defined in section 1159 and Schedule 6 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;
- 2.3.7 a “**holding company**” means a holding company as defined in section 1159 and Schedule 6 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee; and
- 2.3.8 “**in writing**” or “**written**” includes faxes but excludes electronic mail and text messaging via mobile phone.

2.4 Bare nominees

Where any Shares are held by a bare nominee for any person, that person shall be treated for the purposes of these Articles as the Shareholder in respect of those Shares.

SHARE CAPITAL

3. SHARE CAPITAL

The Company’s Shares are Ordinary Shares, A Ordinary Shares and Deferred Shares and each class is unlimited in number.

4. SHARE RIGHTS

4.1 Dividends

Any Available Profits which the Company may determine to distribute in respect of any financial year shall, subject to Investor Majority Consent and recommendation by the Board, be distributed amongst the holders of the Equity Shares then in issue *pari passu*. The holders of the Deferred Shares shall not be entitled to any share of any dividend declared by the Company.

4.2 Return of capital

Upon a distribution of assets on a liquidation or a return of capital for any reason (whether following the sale of assets or the granting of an exclusive licence by the Company but other than any conversion, redemption, share buy-back or payment of dividend) or upon a Sale, the surplus assets of the Company remaining after payment of its liabilities, or the proceeds of any Sale, shall be applied by the Company (to the extent that the Company is lawfully permitted to do so) firstly in the payment to the holders of the Deferred Shares of £1 in the aggregate, secondly in paying the Equity Shareholders an amount per Equity Share held equal to the issue price per Equity Share paid by that Equity Shareholder, and thereafter shall be applied as between the Equity Shareholders (in each case pro rata to the number of shares held by them).

- 4.3 In the event of (i) any bonus issue by way of capitalisation of profits or reserves, (ii) any conversion, redemption or share buy-back, or (iii) any consolidation or sub division of Shares the terms of such variation of share capital shall be subject to adjustment on such basis as may be determined by the Company, with Investor Majority Consent, to take account of the rights set out in Article 4.2, if appropriate. If the Company and the Investors cannot agree such adjustment it shall be referred to the Auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of its Shareholders. The costs of the Auditors shall be borne by the Company.

4.4 Voting Rights

Each holder of the Equity Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and a holder of Equity Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative shall, on a show of hands, have one vote each, and, on a poll, have one vote for each Equity Share of which he is the holder. A holder of Deferred Shares shall have no right to vote or receive notice of and to attend and speak at any general meetings of the Company.

4.5 Redemption

The Equity Shares shall not be redeemable however the Company may (but is not obliged to) redeem all the Deferred Shares in issue for an aggregate payment of £1 on 5 business days' written notice to the holder(s) thereof. Each holder of Deferred Shares shall, on receipt of such a notice, be deemed to have irrevocably appointed Company as his agent (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this Article 4.5) to execute all such documents and do all such acts or things which are necessary to redeem all Deferred Shares held by him.

5. ISSUES OF NEW SHARES

5.1 Section 550 of the Act

The Directors may only exercise the Company's power to allot Equity Securities in accordance with this Article 5 and Section 550 of the Act shall not apply.

5.2 Offer to existing shareholders

5.2.1 Subject to Article 5.3, all unissued Equity Securities which the Directors propose to offer, allot, issue, grant options over or otherwise deal with or dispose of, shall first be offered to the existing Equity Shareholders at such time in proportion to the total number of Equity Shares held by them respectively and at the proposed issue price.

5.2.2 Each offer shall be made by notice specifying:

- (a) the total number of Equity Securities being offered;
- (b) the proportionate entitlement of the Equity Shareholder to whom the offer is being made; and
- (c) the price per Equity Security,

and shall require each Equity Shareholder to state in writing within a period (not being less than 14 days) specified in the notice (for the purposes of this Article 5, the “Offer Period”) whether he is willing to take any and, if so, what number of the said Equity Securities up to his proportionate entitlement.

5.3 Excess Shares

Equity Shareholders who accept an offer referred to in Article 5.2 shall be entitled to indicate that they would accept, on the same terms, Equity Securities that have not been accepted by other Equity Shareholders (for the purposes of this Article 5, “Excess Securities”) and indicating the number of Excess Securities they would be willing to accept.

5.4 No acceptance of offer

5.4.1 An offer, if not accepted within the Offer Period as regards any Equity Securities, will be deemed to be declined and the relevant Equity Securities shall be offered to the Equity Shareholders who have, within the Offer Period, indicated that they would accept Excess Securities.

5.4.2 Excess Securities shall be allotted pro rata to the aggregate number of Equity Shares held by Equity Shareholders accepting Excess Securities provided that no such Equity Shareholder shall be allotted more than the maximum number of Excess Securities than such Equity Shareholder has indicated he is willing to accept.

5.5 Remaining Shares

To the extent that any Equity Securities have not been accepted by existing Equity Shareholders pursuant to Articles 5.2 and 5.3, such Equity Securities shall be under the control of the Directors, who may offer, allot, grant options over or otherwise deal with or dispose of them to such persons, at such times and on such terms and conditions as the Directors may decide provided that no Equity Security may be issued on terms which are more favourable than the terms on which they were offered to the Equity Shareholders.

5.6 Exclusion of statutory pre-emption

The pre-emption provisions of Section 561(1) of the Act shall not apply to any allotment of the Company’s Equity Securities.

5.7 Disapplication of pre-emption

5.7.1 The provisions of Articles 5.1-5.6 (inclusive) may be disapplied with Investor Majority Consent.

5.7.2 The provisions of Articles 5.1 – 5.6 (inclusive) shall not apply to:

- (a) Shares issued in consideration of the acquisition by the Company of any company or business which has been approved by Investor Majority Consent; and
- (b) Shares issued as a result of a bonus issue of shares which has been approved by Investor Majority Consent.

5.8 Option Shares and Options

The provisions of Articles 5.1 to 5.5 shall not apply to any Option Shares or any options granted pursuant to any Share Option Scheme.

6. ALL SHARES TO BE FULLY PAID UP

Unless the Company otherwise resolves by ordinary resolution, no share will be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

SHARE TRANSFERS

7. TRANSFER OF SHARES

7.1 A reference in these Articles to the transfer of any Share shall mean the transfer of either or both of the legal and beneficial ownership in such Share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Share and the following shall be deemed (but without limitation) to be a transfer of a Share:

7.1.1 any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself;

7.1.2 any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing; and

7.1.3 any grant of a legal or equitable mortgage or charge over any Share.

8. PROHIBITED TRANSFERS

8.1 Any person who holds, or becomes entitled to, any Share shall not, without Investor Majority Consent, effect a transfer of any Share except a transfer in accordance with Article 9 (Permitted Transfers), Article 10 (Pre-emption), Article 15 (Drag Along), Article 16 (Tag Along) or Article 17 (Co-Sale). Notwithstanding any other provisions in these Articles, provided it has Investor Majority Consent, the Board may waive the application of any transfer restriction and proceed to register such transfer.

8.2 The Directors may only refuse to register the transfer of a Share if such transfer is not made in accordance with the provisions of these Articles.

9. PERMITTED TRANSFERS

9.1 Family transfers

Any Shareholder who is an individual and who was a Shareholder at the time of adoption of these Articles may at any time transfer any Share to a Family Member over the age of 18 or to the trustees of a Family Trust.

9.2 Transfers by trustees of Family Trusts

9.2.1 Any Shareholder who is a trustee of a Family Trust may at any time transfer any Share to:

- (a) the new or remaining trustees of the Family Trust upon any change of trustees;
- (b) the trustees of any other Family Trust in relation to the same individual pursuant to the terms of such Family Trust; and
- (c) any person becoming entitled to that Share under the terms of that Family Trust.

9.2.2 If and whenever any of the Shares held in Family Trust cease to be held under trust (other than pursuant to Article 9.2.1(c)) the trustees shall immediately give a Transfer Notice in respect of the Shares concerned and in default of giving such a Transfer Notice, the trustees shall be deemed to have given such notice on such event.

9.3 Intragroup transfers

9.3.1 Any Shareholder which is a body corporate may at any time transfer any Shares held by it to any of its subsidiaries, holding companies or subsidiaries of such holding companies (for the purposes of this Article 9.3 the “**Group**”).

9.3.2 Where Shares have been transferred under Article 9.3.1 (whether directly or by a series of transfers) from a body corporate (“**Transferor Company**”) to a member of the Group (“**Transferee Company**”) and subsequently the Transferee Company ceases to be a member of the Group of the Transferor Company, it shall be the duty of the Transferee Company to give a Transfer Notice immediately in respect of the relevant Shares and in default of giving such Transfer Notice, the Transferee Company shall be deemed to have given such notice on such cessation.

9.3.3 For the purposes of Article 9.3.2 the expression the “**relevant Shares**” means and includes (so far as the same remains for the time being held by the Transferee Company) the Shares originally transferred and any additional Shares issued or transferred to the Transferee Company by virtue of the holding of the relevant Shares or any of them or the membership thereby conferred.

9.4 Permitted transfers by Investment Managers and Investment Funds

9.4.1 Notwithstanding any other provision of these Articles, a transfer of any Shares may be made without restriction as to price or otherwise (and any such transfers shall be registered by the directors) between any Shareholder (or a nominee of a Shareholder) who is:

- (a) a person whose principal business is to make, manage or advise upon investments ("**Investment Manager**"); or
- (b) a fund, partnership, company, investment trust, syndicate or other entity whose principal business is to make investments and whose business is managed by an Investment Manager ("**Investment Fund**"); or
- (c) a nominee of an Investment Manager of an Investment Fund;

and:

- (d) where that Shareholder is an Investment Manager or a nominee of an Investment Manager:
 - (i) any participant or partner in or member of any Investment Fund in respect of which the Shares to be transferred are held (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course); or
 - (ii) any Investment Fund whose business is managed by the Investment Manager who is or whose nominee is the transferor; or
 - (iii) any other Investment Manager who manages the business of the Investment Fund in respect of which the Shares are held; or
 - (iv) where the Shareholder is a nominee of an Investment Manager, to the beneficial owner of the Shares;
- (e) where that Shareholder is an Investment Fund or nominee of an Investment Fund:
 - (i) any participant or partner in or member of the Investment Fund which is or whose nominee is the transferor (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course); or
 - (ii) any other Investment Fund whose business is managed by the same Investment Manager as manages the Investment Fund which is or whose nominee is the transferor; or
 - (iii) the Investment Manager who manages the business of the Investment Fund which is or whose nominee is the transferor; or
 - (iv) where the Shareholder is a nominee of an Investment Fund, to the beneficial owner of the Shares.

9.5 Permitted transfers between Founders

Notwithstanding any other provisions of these Articles, a transfer between the Founders may be made without restriction, with Investor Majority Consent.

9.6 Deferred Shares

Deferred Shares may not be transferred.

9.7 Deceased Shareholders

9.7.1 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.

9.7.2 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 9.7.2 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.

10. PRE-EMPTION

10.1 Service of transfer notice

Except in the case of a transfer pursuant to Article 9 (Permitted Transfers), Article 15 (Drag Along), Article 16 (Tag Along) or Article 17 (Co-Sale), a Shareholder who wishes to transfer any Equity Shares ("**Seller**") shall give notice in writing of such wish to the Company ("**Transfer Notice**"). Each Transfer Notice shall:

- 10.1.1 relate to one class of Equity Shares only;
- 10.1.2 specify the number and class of Equity Shares which the Seller wishes to transfer ("**Sale Shares**");
- 10.1.3 specify the identity of any person to whom the Seller wishes to transfer the Sale Shares ("**Proposed Transferee**");
- 10.1.4 specify the price per Share ("**Proposed Price**") at which the Seller wishes to transfer the Sale Shares;
- 10.1.5 state whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provision of this Article 10 ("**Total Transfer Condition**");
- 10.1.6 be deemed to constitute the Company as the Seller's agent for the sale of the Sale Shares at the Sale Price (as defined below) in the manner prescribed by these Articles; and
- 10.1.7 not be varied or cancelled without Investor Majority Consent.

10.2 **Determination of Sale Price**

The Sale Shares shall be offered for purchase in accordance with this Article 10 at a price per Sale Share ("**Sale Price**") agreed between the Seller and the Board or, in default of such agreement by the end of the 20th business day after the date of service of the Transfer Notice, the lower of:

10.2.1 if the Board or the Seller so elects within that 20 business day period after the date of service of the Transfer Notice, the price per share reported on by the Valuers as their written opinion of the open market value of each Sale Share in accordance with Article 10.12 ("**Market Value**") as at the date of service of the Transfer Notice in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report; and

10.2.2 the Proposed Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 20th business day.

10.3 **Right to withdraw**

If the Market Value is reported on by the Valuers under Article 10.2.1 to be less than the Proposed Price, the Seller may revoke the Transfer Notice by written notice given to the Board within the period of 7 business days after the date the Board serves on the Seller the Valuers' written opinion of the Market Value.

10.4 **Service of Transfer Notice by the Board**

The Board shall at least 10 business days after and no more than 20 business days after the Sale Price has been agreed or determined give a notice (for the purposes of this Article 10, an "**Offer Notice**") to all Shareholders to whom the Sale Shares are to be offered in accordance with these Articles.

10.5 **Offer Notice**

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

- (a) specify the Sale Price;
- (b) contain the other information set out in the Transfer Notice; and
- (c) invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Shares specified by them in their application.

10.6 **Offerees**

10.6.1 The Sale Shares shall be offered to all Equity Shareholders (other than the Seller or any other Shareholder who is then bound to give, has given or is deemed to have given a Transfer Notice), to be taken up by the Equity Shareholders on their own behalf and/or on behalf of any of their Permitted Transferees, in proportion to the total number of Shares held by the Equity Shareholders and their Permitted Transferees respectively.

10.6.2 Equity Shareholders who accept the Offer on their own behalf and/or on behalf of their Permitted Transferees shall be entitled to indicate that they would accept, on the

same terms, Sale Shares that have not been accepted by the other Equity Shareholders (for the purpose of this Article 10, "**Excess Shares**").

10.6.3 To the extent that any Sale Shares have not been accepted by Equity Shareholders during the period specified in Article 10.5, such Excess Shares shall be offered to those Equity Shareholders who have indicated that they would accept Excess Shares on their own behalf or on behalf of their Permitted Transferees ("**offer of Excess Shares**").

10.6.4 Excess Shares shall be allocated pro rata to the aggregate number of Shares held by Equity Shareholders accepting Excess Shares provided that no such Equity Shareholders shall be allotted more than the maximum number of Excess Shares that such Equity Shareholders has indicated he is willing to accept.

10.7 **Allocation of Sale Shares**

After the expiry date of the Offer Notice (or, if earlier, after valid applications being received for all the Sale Shares in accordance with Article 10.6), the Board shall allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles, save that:

10.7.1 if there are applications from any offerees for more than the number of Sale Shares available, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Equity Shareholder more Sale Shares than the maximum number applied for by him) to the number of Shares which entitles them to receive such offer then held by them respectively;

10.7.2 if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants with such rounding as the Board shall think fit;

10.7.3 if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.

10.8 **Notice of purchasers**

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

10.9 **Completion**

Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice when the Seller shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relevant share certificates to that Purchaser.

10.10 **Sale by Seller**

The Seller may, during the period of 60 business days commencing 20 business days after the expiry date of the last Offer Notice, sell all or any of those Sale Shares for which a Sale Notice has not been given by way of *bona fide* sale to the proposed transferee (if any) named

in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with Investor Majority Consent, to sell only some of the Sale Shares under this Article 10.10.

10.11 Failure to transfer by Seller

If a Seller or their Permitted Transferee fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 10 then:

10.11.1 the Transfer Notice would constitute the Company the agent of the Seller or the Permitted Transferee for the sale of the Sale Shares at the Sale Price.

10.11.2 pursuant to Article 10.11.1 the Company may authorise any director on the Board (who shall be deemed to be irrevocably appointed as the agent of that Seller for the purpose) to execute the necessary transfer of such Sale Shares with full title guarantee and free from all encumbrances and deliver it on the Seller's behalf;

10.11.3 the Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being represented duly stamped) register the Purchaser as the holder of such Sale Shares;

10.11.4 the Company shall hold such purchase money in a separate bank account on trust for the Seller or the Permitted Transferee but shall not be bound to earn or pay interest on any money so held;

10.11.5 the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it; and

10.11.6 after the name of the Purchaser has been entered in the register of members in purported exercise of the power conferred by this Article 10.11, the validity of the proceedings shall not be questioned by any person.

10.12 Valuer's role

If instructed to report on their opinion of Market Value under Article 10.2.1 the Valuers shall:

10.12.1 act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders (except in the case of manifest error); and

10.12.2 proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the Shares, divided by the number of issued Shares but taking no account of any premium or any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares.

10.13 Timing of opinion

The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Seller within 28 days of being requested to do so.

10.14 Valuer's fees

The Valuers' fees for reporting on their opinion of the Market Value shall be paid as to one half by the Seller or their Permitted Transferee and as to the other half by the Purchaser pro rata to the number of Sale Shares purchased by them unless:

10.14.1 the Seller or their Permitted Transferee revokes the Transfer Notice pursuant to Article 10.3; or

10.14.2 none of the Sale Shares are purchased pursuant to this Article 10,

when the Seller or their Permitted Transferee shall pay the entire sum of the Valuers' fees.

11. COMPULSORY TRANSFER

11.1 Transfer Event

In this Article 11, a "**Transfer Event**" occurs, in relation to any Shareholder:

11.1.1 if that Shareholder being an individual has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction and within the following twelve months either an Investor Majority notifies the Company or the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 11; or

11.1.2 if that Shareholder being a body corporate:

- (a) has a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets;
- (b) has an administrator appointed in relation to it; or
- (c) enters into liquidation (other than a voluntary liquidation for the purpose of a *bona fide* scheme of solvent amalgamation or reconstruction); or
- (d) has any equivalent action in respect of it taken in any jurisdiction;

and within the following twelve months either an Investor Majority notifies the Company or the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 11; or

11.1.3 if a Shareholder or any Family Member or the trustees of any Family Trust of a Shareholder shall attempt to deal with or dispose of any Share or any interest in it otherwise than in accordance with Article 9 (Permitted Transfers), Article 10 (Pre-emption) and this Article 11 (Compulsory Transfers) or in breach of Article 16 (Tag Along), Article 17 (Co-Sale) or Article 7 (Prohibited Transfers) and within the following twelve months either an Investor Majority notifies the Company or the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 11 (save in the case of honest mistake provided that, within 10 business days following such Shareholder or Family Member or the trustees of the Family Trust (as the case may be) becoming aware of the mistake, such transaction is terminated and, where necessary, reversed);

11.1.4 if a Shareholder shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by Articles 9.2.2, 9.3.2 or 9.7.2 then within the following twelve months either an Investor Majority notifies the Company or the Board resolves that such event is a Transfer Event in relation to

that Shareholder for the purposes of this Article 11 (save in the case of honest mistake provided that, within 10 business days following the trustees of the Family Trust or such Shareholder (as the case may be) becoming aware of the mistake, the requirements of Articles 9.2.2, 9.3.2 or 9.7.2, as appropriate, are complied with); or

11.1.5 if the Shareholder acquires Shares pursuant to a right or interest held by such Shareholder in respect of whom any of the events set out in Articles 11.1.1 to 11.1.2 has occurred and within the twelve month period following such Shares being acquired either an Investor Majority notifies the Company or the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 11.

11.2 Deemed transfer notice

Upon the giving of a notification or the passing of a resolution under Article 11.1 that the same is a Transfer Event the Shareholder in respect of whom it is a Transfer Event ("**Relevant Shareholder**") and any other Shareholder who has acquired Shares from him under a Permitted Transfer (directly or by means of a series of two or more Permitted Transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by such Shareholder(s) ("**Deemed Transfer Notice**"), (which expression includes a Transfer Notice given under Articles 9.2.2, 9.3.2 or 9.7.2).

11.3 Persons included under Deemed Transfer Notice

For the purpose of Article 11.2 and 11.4, any Shares received by way of rights or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more Permitted Transfers) shall also be treated as included within the Deemed Transfer Notice.

11.4 Effect on existing Transfer Notice

A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have already by then been validly transferred pursuant to the conflicting Transfer Notice.

11.5 Disenfranchisement

Notwithstanding any other provision of these Articles, if an Investor Majority so resolves in relation to any Shares, any Shareholder holding Shares in respect of which a Deemed Transfer Notice is given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Shares.

11.6 Procedure for sale

The Shares that are subject of a Deemed Transfer Notice shall be offered for sale in accordance with Article 10 (Pre-emption) as if they were Sale Shares in respect of which a Transfer Notice had been given and treating the Seller as the person who is deemed to have given the Deemed Transfer Notice save that:

11.6.1 the Sale Price shall be a price per Sale Share agreed between the Seller and the Board or, in default of agreement within 15 business days after the making of the notification or resolution under Article 11.1 that the same is a Transfer Event, the Market Value of such Shares as at the date of the Transfer Event or in the case of a

Transfer Event under Article 11.1.5 the date of the earlier event under Article 11.1.1 to 11.1.2 referred to therein ("**Relevant Date**");

11.6.2 a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable whether under Article 10.3 or otherwise;

11.6.3 the Seller may retain any Sale Shares for which Purchasers are not found;

11.6.4 the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date; and

11.6.5 Article 15 (Drag Along) shall not apply.

11.7 **Permitted Transfers**

Once a Deemed Transfer Notice shall under these Articles be deemed to have been served in respect of any Share then, except as approved by an Investor Majority no permitted transfer under Articles 9.1 to 9.5 (inclusive) may be made in respect of such Shares unless and until an Offer Notice shall have been served in respect of such Shares and the period of allocation permitted under Article 10 (Pre-emption) shall have expired without such allocation.

12. **LEAVERS' SHARES**

12.1 Unless the Investor Majority determine that this Article 12.1 shall not apply, if a Shareholder becomes a Good Leaver, the Leaver's Percentage of Shares relating to such Shareholder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Equity Share held) on the Effective Termination Date (rounded down to the nearest whole share).

12.2 Unless the Investor Majority determine that this Article 12.2 shall not apply, if a Shareholder becomes a Bad Leaver, all the Shares held by such Shareholder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Equity Share held) on the Effective Termination Date (rounded down to the nearest whole share).

12.3 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 Leaver (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 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 Equity Shares.

13. **CONVERSION OF A ORDINARY SHARES**

13.1 Any holder of A Ordinary Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid A Ordinary Shares held by them at any time and those A Ordinary Shares shall convert on the date of such notice or on such other date as may be specified by the holder of the A Ordinary Shares in the notice ("**Conversion Date**").

13.2 Where a conversion of A Ordinary Shares has taken place further to Article 13.1, not more than five business days after the Conversion Date, each holder of the relevant A Ordinary

Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the A Ordinary Shares being converted to the Company at its registered office for the time being.

13.3 On the Conversion Date, the relevant A Ordinary 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 A Ordinary Share held, and the Ordinary Shares resulting from that conversion shall in all other respects rank *pari passu* with the existing issued Ordinary Shares.

13.4 The Company shall on the Conversion Date enter the holder of the converted A Ordinary Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the A Ordinary Shares in accordance with this article, the Company shall within 10 business days of the Conversion Date forward to such holder of A Ordinary 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.

14. COMPLIANCE

14.1 **Furnishing of information**

For the purpose of ensuring compliance with the transfer provisions of these Articles, the Company may require any Relevant Shareholder or other Shareholder to procure that:

14.1.1 he; or

14.1.2 any proposed transferee; or

14.1.3 such other person as is reasonably believed to have information and/or evidence relevant to such purpose,

provides to the Company any information and/or evidence relevant to such purpose and until such information and/or evidence is provided the Company shall refuse to register any relevant transfer (otherwise than with Investor Majority Consent).

14.2 **Appointment of agent**

Each Shareholder hereby irrevocably appoints the Company as his agent (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this Article 14.2) to give effect to the provisions of these Articles.

15. DRAG ALONG

15.1 **Qualifying Offer**

In these Articles a “**Qualifying Offer**” shall mean a *bona fide* offer in writing by or on behalf of any third party (for the purposes of this Article 15, the “**Offeror**”) to the holders of the entire equity share capital in the Company to acquire all their equity share capital for a specified amount of consideration.

15.2 **Acceptance by majority**

If the holders of over 75% of the Equity Shares then in issue (“**Accepting Shareholders**”),

wish to accept a Qualifying Offer, the Accepting Shareholders shall have the option ("**Drag Along Option**") to require all the other holders of equity share capital to accept the Qualifying Offer in respect of the Equity Shares held by them.

15.3 **Obligation to accept Qualifying Offer**

The Accepting Shareholders may exercise the Drag Along Option by giving written notice ("**Drag Along Notice**") to the remaining holders of the equity share capital ("**Other Shareholders**") of their wish to accept the Qualifying Offer and the Other Shareholders shall (provided that the Accepting Shareholders accept the Qualifying Offer):

15.3.1 become bound to accept the Qualifying Offer; and

15.3.2 execute all such relevant documents and do all such relevant acts or things which are necessary to transfer his Equity Shares to the Offeror in accordance with these Articles.

15.4 **Appointment of agent**

Each of the Other Shareholders shall, on service of the Drag Along Notice, be deemed to have irrevocably appointed the Company and each Director severally to be his agent to execute all such documents and do all such acts or things which are necessary to transfer his Equity Shares to the Offeror.

15.5 **Proceeds of Sale**

In connection with the sale the provisions of Article 4.2 (Return of Capital) shall apply to the proceeds of the Equity Shares and save as aforesaid the provisions of this Article 15 shall prevail over any contrary provisions of these Articles including rights of pre-emption and other restrictions contained in these Articles which shall not apply on any sale and transfer of Equity Shares to the Offeror. Any Transfer Notice or Deemed Transfer Notice served in respect of any Equity Shares shall automatically be revoked by the service of a Drag Along Notice.

16. **TAG ALONG**

16.1 **Sale of Majority**

If at any time one or more Shareholders ("**Proposed Sellers**") propose to sell, in one or a series of related transactions, Shares which would result in a Controlling Interest being held by any one person or group of connected persons (not being an existing Shareholder or Shareholders or an Offeror for the purposes of Article 15.1) ("**Proposed Purchaser**"), the proposed sale will not be effective unless before the transfer is lodged for registration the Proposed Purchaser has made a *bona fide* unconditional offer in accordance with Article 16.2 to purchase, at the Proposed Sale Price (as defined in Article 16.3) and otherwise on the same terms, all the Equity Shares held by the Equity Shareholders (other than the Proposed Sellers) and any person acting in concert with or otherwise connected with them ("**Minority Shareholders**").

16.2 **Notice of proposed sale**

An offer made under Article 16.1 shall be in writing, open for acceptance for at least 21 days and shall be deemed to be rejected by any Minority Shareholder who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30

days of the date of the offer.

16.3 **Proposed Sale Price**

For the purposes of this Article “**Proposed Sale Price**” shall mean a price per share at least equal to the highest price paid by the Proposed Purchaser for the Shares constituting any of the Controlling Interest or any equity share capital held by any persons acting in concert with or otherwise connected with the Proposed Seller, within the previous six months.

16.4 **Proceeds of sale**

On the sale effected under this Article 16, the provisions of Article 4.2 (Return of Capital) shall apply to the proceeds of the Shares.

17. **CO-SALE**

17.1 No transfer (other than a Permitted Transfer or a compulsory transfer pursuant to Article 11) of any of the Shares may be made or validly registered unless the relevant Shareholder (“**Selling Shareholder**”) shall have observed the following procedures of this Article 17.

17.2 After the Selling Shareholder has gone through the pre-emption process set out in Article 10, the Selling Shareholder shall give to each Equity Shareholder who has not taken up their pre-emptive rights under Article 10 not less than 15 business days' notice in advance of the proposed sale (“**Co Sale Notice**”). The Co Sale Notice shall specify:

17.2.1 the identity of the proposed purchaser (“**Buyer**”);

17.2.2 the price per share which the Buyer is proposing to pay;

17.2.3 the manner in which the consideration is to be paid;

17.2.4 the number of Shares which the Selling Shareholder proposes to sell; and

17.2.5 the address where the counter notice should be sent.

17.3 Each Equity Shareholder 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 Shares held by them at the proposed sale price, by sending a counter notice which shall specify the number of Shares which such Equity Shareholder wishes to sell. The maximum number of Shares which an Equity Shareholder can sell under this procedure shall be:

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

where

X - is the number of Shares held by the Equity Shareholder;

Y - is the total number of Equity Shares; and

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

Any Equity Shareholder 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.

- 17.4 Following the expiry of five business days from the date the Equity Shareholders receive the Co Sale Notice, the Selling Shareholder shall be entitled to sell to the Buyer on the terms notified to the Equity Shareholders a number of Shares not exceeding the number specified in the Co Sale Notice less any Shares which Equity Shareholders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the relevant Equity Shareholders 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.
- 17.5 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.
- 17.6 Sales made to other Equity Shareholders in accordance with this Article 17 shall not be subject to Article 10.

SHAREHOLDERS MEETINGS

18. PROCEEDINGS OF SHAREHOLDERS

18.1 Quorum

- 18.1.1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business.
- 18.1.2 Two persons entitled to vote upon the business to be transacted, each being an Equity Shareholder or a proxy for an Equity Shareholder or a duly authorised representative of a corporation, of which (in each case to the extent that there are Founders or Investors as defined) at least one is a Founder (or representing a Founder) and one is an Investor (or representing an Investor), shall be a quorum.
- 18.1.3 If a quorum is not present within 30 minutes of the time specified for such meeting in the notice thereof, then the general meeting shall be adjourned for 24 hours at the same place. If a quorum is not present at any such adjournment meeting within 30 minutes of the time specified, then those Equity Shareholders present (in person or by proxy or representative (as the case may be) will constitute a quorum.

18.2 Voting

- 18.2.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded.
- 18.2.2 A poll may be demanded by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 18.2.3 Model Article 44(3) shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.” as a new paragraph at the end of that Model Article.

18.3 Delivery of proxies

The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting or to the place of the meeting at any time before the time appointed for the holding of the meeting.

DIRECTORS

19. NUMBER OF DIRECTORS

The number of Directors (excluding alternate directors) shall not be less than two in number.

20. APPOINTMENT AND REMOVAL OF DIRECTORS

20.1 Model Article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:

20.1.1 if they are convicted of a criminal offence (other than a minor motoring offence) and an Investor Majority resolve that they cease to be a Director; and

20.1.2 if a majority of the other Directors resolve that he cease to be a Director.

20.2 The Directors shall not be subject to retirement by rotation.

21. ALTERNATE DIRECTORS

21.1 Appointment of alternate directors

A Director (other than an alternate director) may appoint any other Director to be an alternate director and may remove from office an alternate director so appointed.

21.2 Alternate to count in quorum

A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

21.3 Right of alternate to vote and count in quorum

Any Director who is appointed an alternate director shall be entitled to vote at a meeting of the Board on behalf of the Director so appointing him in addition to being entitled to vote in his own capacity as a Director and shall also be considered as two Directors for the purpose of making a quorum of Directors unless he is the only individual present.

22. PROCEEDINGS OF DIRECTORS

22.1 Quorum

The quorum for the transaction of business of the Board shall be two Directors unless the Company has only one Director then such sole director may take decisions without regard to any provisions of the Articles relating to decision making.

22.2 Chairman

The Directors may appoint the chairman of the Board ("**Chairman**") and may remove and replace any such Chairman.

22.3 Casting vote of chairman

The Chairman of the meeting shall not have a second or casting vote, in the case of an equality of votes.

22.4 Telephonic board meetings

- 22.4.1 Any Director or alternate director may validly participate in a meeting of the Board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote.
- 22.4.2 Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of Directors is not physically present in the same place.
- 22.4.3 Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

22.5 Decisions of Directors

- 22.5.1 Any decision of the Directors must be a majority decision.
- 22.5.2 Any decision of the Directors must be taken at a meeting of the Directors in accordance with these Articles or in the form of a directors' written resolution.

22.6 Resolutions in writing

- 22.6.1 A resolution executed by all the Eligible Directors, or by all the members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the Directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held.
- 22.6.2 For the purposes of this Article 22.6;
- (a) a resolution shall consist of one or more written instruments (including faxes) or one or more electronic communications sent to an address specified for the purpose by the secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect;
 - (b) a written instrument is executed when the person executing it signs it;
 - (c) an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the secretary shall prescribe;
 - (d) the Directors, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication;
 - (e) a resolution shall be effective when the secretary certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 22.6; and
 - (f) if no secretary is appointed, the chairman shall perform the functions of the secretary under this Article 22.6.

23. DIRECTOR APPOINTMENT RIGHTS

23.1 Founder Director Appointment Rights

For so long as each Founder holds not less than 5 percent of the Equity Shares, each Founder shall have the right to appoint and maintain in office such natural person as that Founder may from time to time nominate as a director of the Company and to remove any director so appointed and upon such removal whether by the Founder or otherwise to appoint another director in his place. For the avoidance of doubt, each Founder shall be entitled to appoint himself pursuant to this Article. For as long as the Founders together hold at least one Share, but each less than 5% of the Equity Shares, they shall together have the right to appoint and maintain in office such natural person as the Founders may jointly nominate.

23.2 Mechanics of appointment or removal

Any appointment or removal of a Founder Director shall be in writing served on the Company and shall take effect at the time it is served on the Company or (if later) the date expressly stated therein, whichever is earlier.

23.3 Appointment to committees and subsidiary boards

Any one Founder Director shall be entitled to be appointed to any committee of the Board and as a director of any board, or the committee of any board, of any other member of the Group.

23.4 Observer

For so long as the Nominee, Luminous, InMotion and its respective Permitted Transferees hold Shares, the Fund Adviser, Luminous and InMotion shall have the right to appoint a representative to attend as an Observer at each and any meeting of the Board and of each and any committee of the Board who will be entitled to speak at any such meetings but will not be entitled to vote. Appointment and removal of the Observer shall be by written notice from the Fund Adviser, Luminous and InMotion for their respective Observers, to the Company which shall take effect on delivery at the Company's registered office or at any meeting of the Board or committee thereof.

24. DIRECTORS' INTERESTS

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

24.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

24.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

24.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

- 24.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 24.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, anybody corporate in which the Company is otherwise (directly or indirectly) interested;
- 24.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act; and
- 24.1.7 have any other interest authorised by an ordinary resolution.
- 24.2 No declaration of interest shall be required by a Director in relation to an interest:
 - 24.2.1 if, or to the extent that, the other Directors are already aware of such interest;
 - 24.2.2 if, or to the extent that, it concerns the terms of that Directors' service contract that has been or is to be considered by a meeting of the Directors;
- 24.3 For the purposes of this Article 24, 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.
- 25. **DIRECTORS' CONFLICTS**
 - 25.1 The Directors may, in accordance with the requirements set out in this Article 25, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director ("**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**").
 - 25.2 Any authorisation under this Article 25 will be effective only if:
 - 25.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 25.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 25.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
 - 25.3 Any authorisation of a Conflict under this Article 25 may (whether at the time of giving the authorisation or subsequently):
 - 25.3.1 extend to any actual or potential transactional or situational conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 25.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - 25.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - 25.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 25.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 25.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 25.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
 - 25.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
 - 25.6 A Director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of Shares) in his appointor(s) (or any Permitted Transferee of such appointor(s)) and no authorisation under Article 25.1 shall be necessary in respect of any such interest.
 - 25.7 Each Observer shall be entitled from time to time to make full disclosure to their respective appointer regarding any information relating to the Company.
 - 25.8 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

26. **BORROWING POWERS**

The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital, and, subject to the Act, to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.

27. COMMITTEES

- 27.1 The Directors may delegate any of their powers, authorities and discretions for such time and on such terms and conditions as it thinks fit to any committee consisting of one or more Directors.
- 27.2 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the Board and that power, authority or discretion has been delegated by the Board to a committee, the provisions shall be construed as permitting the exercise of the power, authority or discretion by the committee.

28. NOTICES

Any notice to be given to the Company pursuant to these Articles shall be sent by post to the registered office of the Company or by e-mail (to such address as notified by the Company for that purpose from time to time) or presented at a meeting of the Board. No notice shall be given pursuant to these Articles by facsimile transmission.

29. INDEMNITIES AND INSURANCE

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

29.1.1 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 or any associated company is indemnified by the Company against:

- (a) any liability incurred by the director to the Company or any associated company; or
- (b) 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
- (c) any liability incurred by the director:
 - (i) in defending any criminal proceedings in which he is convicted;
 - (ii) 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
 - (iii) 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.

29.1.2 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.

- 29.2 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.

30. **DATA PROTECTION**

- 30.1 Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a **"Recipient"**) for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which a bearing on the prudence or commercial merits of may have 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.