

Company number: 11694251

THE COMPANIES ACT 2006

**ARTICLES OF ASSOCIATION
of
PROGRESS 2019 LIMITED**

Adopted on April 19th, 2023

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PRIVATE COMPANY LIMITED BY SHARES
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1 DEFINITIONS AND INTERPRETATION

- 1.1 In these Articles, unless the context otherwise requires, the following expressions have the following meanings:

"Act" means the Companies Act 2006, including any statutory modification or re-enactment thereof.

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

"Articles" means these articles of association, whether as originally adopted or as from time to time altered or replaced by special resolution.

"Board" means the board of Directors from time to time, including any committee appointed and authorised by the board of Directors.

"Business Day" means any day (other than Saturday, Sunday or public holidays) when clearing banks in London are open for a full range of transactions.

"Chairman" the person appointed from time to time by the Investor.

"Director" means a director of the Company from time to time.

"Existing Shareholders" has the meaning given to it in the Shareholders' Agreement.

"Investor" has the meaning given to it in the Shareholders' Agreement.

"Lock-Up Period" has the meaning given to it in the Shareholders' Agreement.

"Majority" means the holder or holders of at least 65% of the Shares in issue from time to time.

"Model Articles" means Schedule 1 to the Companies (Model Articles) Regulations 2008.

"Option Rights" has the meaning given to it in the Shareholders' Agreement.

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

"Shareholder" means a registered holder of Shares for the time being.

"Shareholders' Agreement" means any agreement entered into on or around the Adoption Date between the Company and the Shareholders (as at the Adoption Date), as amended, waived, supplemented, restated, adhered to or modified from time to time.

"Shares" means the Ordinary Shares and all other shares in the capital of the Company from time to time, or any of them as the context requires.

- 1.2 The Model Articles shall apply to the Company except to the extent that they are excluded or varied by these Articles, and the Model Articles (save as so excluded or varied) and these Articles shall be the regulations of the Company. No other regulations set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the Company.
- 1.3 Words and expressions defined in or for the purposes of the Act or the Model Articles shall, unless otherwise defined or if the context otherwise requires, have the same meaning in these Articles but excluding any statutory modification not in force when these Articles become binding on the Company.
- 1.4 In these Articles, words importing a gender include every gender and references to **persons** shall include bodies corporate, unincorporated associations and partnerships and words denoting the singular shall include the plural and vice versa.
- 1.5 The headings in these Articles are for convenience only and shall not affect their construction or interpretation. References in these Articles to **writing** or **written** include references to any method of representing or reproducing words in a legible and non-transitory form.
- 1.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any rights under these Articles.
- 1.7 A "**parent undertaking**" and a "**subsidiary undertaking**" shall have the meaning given to such terms in section 1162 of the Act as at the Adoption Date.
- 1.8 Whenever under these Articles it is desired or necessary for any two

or more persons to give any notice, consent or approval in writing, the same may be done by them executing two or more documents either in identical form or adapted only for execution.

2 RIGHTS ATTACHING TO SHARES

- 2.1 Each Ordinary Share will entitle its holder to receive notice of, attend and vote at any general meeting of the Company and to receive copies of and to agree to any proposed written resolution.
- 2.2 Each Ordinary Share shall rank equally in all respects in respect of rights to dividends and any return of capital on liquidation or otherwise.
- 2.3 The Ordinary Shares are not redeemable.

3 ISSUE OF SHARES

- 3.1 Subject to the provisions of the Act and subject to the provisions of these Articles, the Directors are authorised to offer, allot, issue, grant options or rights over or otherwise dispose of Shares (including redeemable shares) to such persons, at such times and for such consideration and upon such terms and conditions and with such preferred, deferred or other special rights or restrictions (whether in regard to dividend, voting, return of capital or otherwise) as the Directors may determine, but so that no Shares shall be issued at a discount to their nominal value.
- 3.2 In accordance with section 567 of the Act, sections 561 and 562 of the Act will not apply to the Company.
- 3.3 Unless otherwise agreed by a Majority, if the Company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the Shares held by those holders (as nearly as possible without involving fractions).
- 3.4 The Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any Share except an absolute right to the entirety thereof held by the registered holder.

The Company shall however be entitled to register trustees as such in respect of any Shares.

4 LIEN

- 4.1 The Company shall have a first and paramount lien on all Shares standing registered in the name of any person indebted or under liability to pay up the nominal value of any Shares, whether he shall be the sole registered Shareholder or shall be one of two or more joint Shareholders, for all moneys presently payable by him or his estate to the Company.
- 4.2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the Shares or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.
- 4.3 To give effect to a sale the Board may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the direction of, the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 4.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

5 PRE-EMPTION RIGHTS

5.1 Following the expiry of the Lock-Up Period and subject to the provisions of Articles 6 and/or 7 (if these apply), in the event that any of the Existing Shareholders and/or the Investor (the "**Selling Shareholder**") wishes to transfer all of its Shares (the "**Sale Shares**") to any third party (the "**Prospective Buyer**"), the Selling Shareholder shall notify in writing of such sale (the "**Sale Notification**") the other Shareholders. Each of the other Shareholders (the "**Non-Selling Shareholders**") shall have a pre-emption right (the "**Right of First Refusal**") to acquire the Sale Shares, under the same terms and conditions as the Prospective Buyer, as per the provisions below. For the avoidance of doubt, it is clarified that upon delivery of the Sale Notification, no Option Rights may be exercised neither by the Investor nor by the Existing Shareholders.

5.2 The Sale Notification shall include at least the following:

- (a) the total number of the Sale Shares, the percentage that they represent in the Company's share capital and the nominal value of the Sale Shares;
- (b) the identity of the relevant third party;
- (c) a summary of the material terms of the offer (the "**Offer Terms**");
- (d) the proposed cash consideration, as well as any other material terms in connection with the proposed price for the Sale Shares (the "**Offered Price**");
- (e) the timeline for the completion of the Share Transfer; and
- (f) an explicit statement of the Selling Shareholder, that the offer for the proposed purchase of the Sale Shares is made in good faith;

(collectively referred to as the "**Offer Details**").

- 5.3 Within a period of five (5) Business Days upon receipt of the Sale Notification, each of the Non-Selling Shareholders may exercise its Right of First Refusal by notifying in writing the Selling Shareholder that it is willing to acquire such number of the Sale Shares (the “Acceptance Notification”) as it shall specify in the Acceptance Notification. In case the Right of First Refusal is exercised by all the Non-Selling Shareholders, each of them will acquire the portion of the Sale Shares that corresponds pro rata to its shareholding stake in the Company. The Acceptance Notification may deviate from the Offer as regards the Offer Terms, provided that such deviation does not result in the reduction in the value of the Offered Price.
- 5.4 In the event that any of the Non-Selling Shareholders fails to return the Acceptance Notification to the Selling Shareholder within the five (5) Business Days specified in Article 5.3, the latter shall be entitled to transfer the Sale Shares to the Prospective Buyer at the Offered Price, in accordance with the Offer Details, for a period of five (5) Business Days, starting from the expiration of the deadline of this Article 5.4.
- 5.5 If such transfer is not concluded with the Prospective Buyer and completed within the aforementioned period of five (5) Business Days, the Selling Shareholder will have to re-initiate the entire procedure described in Article 5.1 to 5.4 (inclusive).
- 5.6 Any transfer of Shares conducted in violation of the provisions of Article 5 shall be deemed null and void.

6 DRAG-ALONG

- 6.1 Without prejudice to the Option Rights, if the Investor (the “**Transferring Shareholder**”) wishes to transfer all of its Shares (the “**Drag-Along Shares**”) to a bona fide third party (the “**Prospective Buyer**”), the Investor shall have the option (the “**Drag-Along Option**”) to require that each of the Existing Shareholders transfer their Shares to the Prospective Buyer according to the Offer Terms of the Sale Notification, upon receipt of a written notice (the “**Drag-Along Notice**”) from the Investor.

- 6.2 The Drag-Along Notice must be served within a period of five (5) Business Days commencing after the expiry of the five (5) day period set for the Acceptance Notification in Article 5.1. The Drag-Along Notice shall be irrevocable.
- 6.3 In the event that the Investor exercises its Drag-Along Option and serves the Drag-Along Notice, each and all of the Existing Shareholders expressly and irrevocably commits to transferring to the Prospective Buyer the total number of Shares held in the Company by them, at the same time as the Investor, for the Offered Price, and on equivalent terms as those applying to the Investor, including giving and warranties in respect of their Shares (the liability of which shall be proportionate to the percentage of the total number of Shares held by them), .

7 TAG-ALONG

- 7.1 Without prejudice to the provisions pertaining to the Lock-Up Period, the Option Rights, the Right of First Refusal and Article 6, in the event that the Investor (the "**Transferring Shareholder**") wishes to transfer all of its Shares in the Company to a third party (the "**Prospective Buyer**"), each of the Existing Shareholders shall have the option (the "**Tag-Along Option**") to serve a written notice (the "**Tag-Along Notice**") on the Transferring Shareholder, stating that it wishes to transfer its Shares to the Prospective Buyer.
- 7.2 The Tag-Along Notice must be served to the Transferring Shareholder within a period of five (5) Business Days commencing after the expiry of the five (5) Business-Day period set for the Acceptance Notification in Article 5.3. The Tag-Along Notice shall be irrevocable.

- 7.3 Each of the Existing Shareholders that exercises the Tag-Along Option, is entitled to transfer the entire number of its Shares to the Prospective Buyer, under the same (or equivalent) terms with as the Transferring Shareholder, including giving warranties in respect of their Shares (the liability of which shall be proportionate to the percentage of the total number of Shares held by them), and under no circumstances shall such transfer(s) be on less favourable terms than the terms applying to the Transferring Shareholder.
- 7.4 The Existing Shareholders that have exercised of their Tag-Along Option will be party to the share transfer agreement between the Prospective Buyer and the Transferring Shareholder and shall transfer their Shares under the terms described in Article 7.3.
- 7.5 The Transferring Shareholder shall be restricted from selling or in any way disposing of, any of the Tag-Along Shares to the Prospective Buyer, unless the Prospective Buyer agrees to purchase all (and not part) of the Shares of the Existing Shareholders that have proceeded to exercise their Tag-Along Option at the same time and on the same terms and conditions as the Transferring Shareholder's Shares as set out in Article 7.3.

8 GENERAL MEETINGS AND RESOLUTIONS

- 8.1 General meetings shall be in quorum and convene validly, when Shareholders representing at least sixty – five percent (65%) of the Company’s total issued share capital and voting rights are present or represented at the meeting. The Shareholders shall not unreasonably fail to attend general meetings to intentionally prevent the holding of such meetings. General meetings may be conducted by video or teleconference. If the above quorum is not achieved at a general meeting, that meeting shall be adjourned and subsequently reconvened and shall be in quorum when Shareholders representing at least fifty percent (50%) of the Company’s total issued share capital and voting rights are present or represented. At least five (5) Business Days’ notice of the reconvened meeting shall be given to the Shareholders unless all Shareholders agree otherwise. Article 41 of the Model Articles is modified accordingly.
- 8.2 Resolutions of any meeting shall be decided by virtue of an absolute majority (50% plus one vote) of the present or represented Shareholders at such meeting.
- 8.3 The Directors may call general meetings and shall, on the requisition of Shareholders pursuant to the provisions of the Act, forthwith proceed to convene a general meeting for a date not later than 8 days after receipt of the requisition. If there are not sufficient Directors to call a general meeting, where so requisitioned, any Director or any Shareholder may call a general meeting.
- 8.4 Article 38 of the Model Articles shall be amended by the insertion of the words: "**which must include Shareholders then present in person or by proxy representing a Majority**" at the end of that Article.

9 DIRECTORS

- 9.1 The Board shall consist of five (5) members and shall convene at least once per month, with a pre-specified agenda as set out in Article 9.6 below.

- 9.2 The Investor, in its capacity as the registered holder of Shares, shall be entitled to directly appoint three (3) non-executive Directors (the "**Investor's Directors**") and the remaining two (2) executive Directors shall be directly appointed by the Existing Shareholders, acting jointly (the "**Existing Shareholders' Directors**"), all for a term of office of three (3) years from the Adoption Date. The Chairman of the Board shall be one (1) of the Investor's Directors.
- 9.3 The Investor's Directors shall be removed and replaced only by the Investor, acting at its absolute discretion. Similarly, the Investor shall be entitled to replace any and all of the Directors appointed by it in case of resignation, death or the withdrawal of such Directors in any other way.
- 9.4 The Existing Shareholders' Directors shall be removed and replaced only by the Existing Shareholders acting jointly, at their absolute discretion. Similarly, the Existing Shareholders shall be entitled to replace any and all of the Directors appointed by them in case of resignation, death or the withdrawal of such Directors in any other way.
- 9.5 Any increase in the number of Directors shall entail a proportional increase of the number of Directors nominated by each of the Investor and the Existing Shareholders, respectively so that the ratio of Directors appointed by the Investor and the Existing Shareholders remains as set out in Article 8.1.
- 9.6 Board meetings will be called by the Chairman who shall determine the length and duration of each Board meeting, which shall then be notified by the Chairman to the Board through the agenda of any such meeting. The Company shall:

- 9.6.1 send to each member of the Board fair and reasonable advance notice of each meeting of the Board and each committee of the Board (if any), such notice to be accompanied by a written agenda specifying the business to be transacted at such meeting together with all papers to be circulated or presented to the same, provided that if the urgency of the subject matter so requires, the notice period for any meeting of the Board may be shortened at the reasonable discretion of the Chairman calling such meeting; and
- 9.6.2 provide to the Directors present at the meeting as soon as practicable after each meeting of the Board (or committee of the Board) a copy of the minutes thereof;

and Model Article 9 of the Model Articles is modified accordingly.

- 9.7 Board meetings may be conducted by video or teleconference. The Directors shall be deemed to have voted:
 - (a) by signing the written resolution of the Board either through a handwritten signature or by an e-mail; and/or
 - (b) by voting in favour of the item(s) on the agenda of the meetings conducted through a physical presence or by video or a teleconference.
- 9.8 The Board shall be in quorum and convene validly, when at least three (3) Directors are present or represented via proxy at the meeting, including always one (1) of the Investor's Directors. Each of the Investor's Directors shall be entitled to represent at each Board meeting any and all of the other Investor's Directors. If a quorum is not present at a meeting of the Directors at the time when any business is to be considered, that meeting shall be adjourned and subsequently reconvened. At least two (2) Business Days' notice of the reconvened meeting shall be given to Directors, unless all Directors agree otherwise. At any such reconvened meeting, a quorum shall exist according to the provisions of the Act.

- 9.9 Each Director shall be entitled to exercise one (1) vote. Resolutions of the Board of Directors shall be adopted by virtue of an absolute majority (50% plus one vote) of the present or represented Directors, including the positive vote of at least one (1) of the Investor's Directors.

10 DOCUMENTS SENT IN ELECTRONIC FORM

- 10.1 Where the Act permits the Company to send documents or notices to its members in electronic form or by means of a website, such documents and notices will be validly sent provided the Company complies with the requirements of the Act.
- 10.2 Subject to any requirements of the Act, documents and notices sent to the Company may be sent in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

11 INDEMNITY

- 11.1 Subject to the provisions of and so far as may be consistent with the Act, the Company may provide for a Director an indemnity out of the assets of the Company to the extent that such indemnity is a 'qualifying third party indemnity provision' within the meaning of section 234 of the Act and may provide a Director with funds in accordance with section 205 of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act, but so that any provision of funds will become repayable by the Director or any liability of the Company under any transaction connected with any provision of funds will become repayable by the Director not later than:
- 11.1.1 in the event of the Director being convicted in the proceedings, the date when the conviction becomes final;
- 11.1.2 in the event of judgment being given against him in the proceedings, the date when the judgment becomes final; or
- 11.1.3 in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final.
- 11.2 Subject to the provisions of the Act, the Directors may purchase and maintain insurance at the expense of the Company for the benefit of any Director or other officer or auditor of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer or auditor.

11.3 Articles 52 and 53 of the Model Articles shall be modified accordingly.