



Company number: 11786278

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

BRAINNWAVE GROUP LIMITED

(Adopted by a special resolution passed on

2021)

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1 INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the “**Model Articles**”) shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.
- 1.3 In these Articles:
- 1.3.1 article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - 1.3.2 words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa; and
 - 1.3.3 Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.4 Where there is reference to A preferred Shares under these Articles, this reference shall be treated, where appropriate in the context, on an as converted basis as if the Conversion Ratio has been adjusted.

2 DEFINITIONS

In these Articles the following definitions apply:

“**Act**” the Companies Act 2006 (as amended from time to time);

“Accepting Shareholder” has the meaning set out in Article 16.5;

“Accepting Tag Shareholder” has the meaning set out in Article 18.6;

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

“Actions” has the meaning given in Article 6.1;

“Albion” means Albion Resources Limited incorporated in Guernsey with registered number 60493 and registered office at Granary House, the Grange, St. Peter Port, Guernsey GY1 2QG;

“A Ordinary Shareholders” the holders from time to time of the A Ordinary Shares (but excludes the Company holding Treasury Shares);

“A Ordinary Shares” the A ordinary shares of £0.01 each in the capital of the Company from time to time;

“A Preferred Shareholders” the holders from time to time of the A Preferred Shares;

“A Preferred Shares” the A preferred shares of £1.00 each in the capital of the Company from time to time;

“Arrears” in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient Available Profits to pay such dividend or sums, together with all interest and other amounts payable on that Share;

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

“Associate” in relation to any person means:

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 and (whether or not an associate as so determined);
- (b) any Member of the same Group;
- (c) any Member of the same Fund Group;

“Auditors” the auditors of the Company from time to time, or if the Company has not appointed auditors, the Company’s accountants from time to time;

“Available Profits” profits available for distribution within the meaning of part 23 of the Act;

“Board” the board of Directors and any committee of the board, constituted for the purpose of taking any action or decision contemplated by these Articles, as constituted from time to time;

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

“Buyer” has the meaning set out in Article 18.1;

“Called Shares” has the meaning set out in Article 17.2.1;

“Called Shareholders” has the meaning set out in Article 17.1;

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

“Company” Brainnwave Group Limited (company number 11786278);

“Completion” means the Date of Adoption;

“Conditions” has the meaning given in Article 6.2;

“Connected Person” any person with whom any relevant person is connected (as determined in accordance with the provisions of section 1122 CTA 2010);

“Control” means (i) with respect to a corporate Person, direct or indirect ownership of more than fifty percent of the outstanding voting securities of such corporate Person or the ability to appoint more than half of the directors of the board or equivalent governing body of such Person or the ability to direct or cause the direction of the management and policies of such Person, (ii) with respect to a non-corporate Person, the comparable voting interest (as set forth in (i) above) for such non-corporate Person or (iii) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person; and the terms **“Controls”**, **“Controlling”** and **“Controlled”** shall have corresponding meanings;

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

“Conversion Notice” has the meaning set out in Article 6.2;

“Convertible Securities” has the meaning set out in Article 18.2.4;

“Conversion Date” has the meaning given in Article 6.2;

“Conversion Ratio” has the meaning given in Article 6.6;

“CTA 2010” the Corporation Tax Act 2010;

“Date of Adoption” the date on which these Articles were adopted;

“Director(s)” a director or directors of the Company from time to time;

“Drag Along Notice” has the meaning set out in Article 17.2;

“Drag Along Option” has the meaning set out in Article 17.1;

“Drag Completion Date” has the meaning set out in Article 17.5;

“Drag Consideration” has the meaning set out in Article 17.2.3;

“Drag Documents” has the meaning set out in Article 17.5;

“Drag Purchaser” has the meaning set out in Article 17.1;

“electronic address” has the same meaning as in section 333 of the Act;

“electronic form” and **“electronic means”** have the same meaning as in section 1168 of the Act;

“Eligible Director” a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors;

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

“Equity Securities” and **“Equity Security”** 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, without limitation, a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

“Equity Shares” the A Preferred Shares and the A Ordinary Shares;

“Exit” a Share Sale, an Asset Sale or an IPO;

“Expert Valuer” is as determined in accordance with Article 14.114.1.1;

“Fair Value” is as determined in accordance with Article 14.3;

“Family Trusts” as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

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

“First Tranche Conversion Price” means, on any given date (the **“Conversion Date”**), the price equal to the lesser of:

(a) £13,500,000 less the amount of any indebtedness of the Company and its subsidiaries, divided by the number of A Ordinary Shares outstanding at the Conversion Date on a fully diluted basis (without taking into account the conversion of the A Preferred Shares); and,

(b) the lowest price per Equity Security offered in a Non-Qualified Financing as set out in a notice of the Non-Qualified Financing delivered by the Company to Hatch prior to the

Conversion Date (provided that such Non-Qualified Financing closed no earlier than the date of issue of the First Tranche Shares), multiplied by 0.8, and

“First Tranche Funding” subscription by Hatch for a first tranche of A Preferred Shares at an aggregate subscription price of £1,000,000 in accordance with the Investment Agreement;

“First Tranche Shares” the A Preferred Shares subscribed following completion of the First Tranche Funding;

“Founders” Steven Coates and Graham Jones;

“Fractional Holders” has the meaning given in Article 6.9;

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

“Group” the Company and its Subsidiary Undertaking(s) (if any) from time to time and **“Group Company”** shall be construed accordingly;

“hard copy form” has the same meaning as in section 1168 of the Act;

“Hatch” means Hatch Associates Limited a company incorporated in England and Wales with company number 02425546 and where applicable its Permitted Transferees and in each case for so long as they hold Shares;

“Hatch Director” means a Director appointed by Hatch (to the extent one is appointed);

“Holding Company” a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company (excluding Treasury Shares) immediately prior to the transfer of the issued share capital of the Company to such holding company;

“Investment Agreement” the agreement dated on or around the Date of Adoption made between the Company, the Founders and Hatch pursuant to which Hatch subscribed for Shares (as amended and/or supplemented from time to time);

“Investors” Hatch, the Lead Investors and the Minority Investors and their respective Permitted Transferees;

“IPO” the admission of all or any of the Shares or securities representing those shares (including, without limitation, depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

“Issue Price” the price at which the relevant Share is issued (including any premium);

“ITA” the Income Tax Act 2007;

“ITEPA” the Income Tax (Earnings and Pensions) Act 2003;

“Lead Investors” means Somerston, Albion and Moose and their Permitted Transferees in each case for so long as they own Shares;

“Lead Investor Director” has the meaning given to it in Article 23.2;

“Majority” means a simple majority of the Lead Investors and Hatch (calculated by reference to the number of Shares held by each);

“Majority Consent” the prior written consent of a Majority;

“Minimum Transfer Condition” has the meaning set out in Article 13.2;

“a Member of the same Fund Group” if the Shareholder is a fund, partnership, company, syndicate or other entity whose principal business is to make investments in securities or whose business is managed by a Fund Manager or if the Shareholder is a person participating in a portfolio investment management service operated on a collective basis or non-discretionary basis by a Fund Manager (each an **“Investment Fund”**) or is a nominee of that Investment Fund:

- (a) any participant or partner in or member or shareholder of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any properly approved distribution of assets of the Investment Fund);
- (b) any other Investment Fund managed or advised by that Fund Manager or a Member of the same Group as that Investment Fund or Fund Manager;
- (c) any Parent Undertaking or Subsidiary Undertaking of that Investment Fund or Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Investment Fund or Fund Manager; or
- (d) any Parent Undertaking, Subsidiary Undertaking, trustee, nominee or custodian of such Investment Fund and vice versa;

“a Member of the same Group” as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;

“Moose” Moose Pasture Trust whose address is Granary House, the Grange, St. Peter Port, Guernsey GY1 2QG

“Net Proceeds” has the meaning set out in Article 5;

“New Securities” any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 10.7 and excluding for the avoidance of doubt any Treasury Shares transferred by the Company after the Date of Adoption);

“New Shareholders” has the meaning set out in Article 17.10;

“Non-Qualified Financing” means any equity financing that is not a Qualified Financing;

"OCC" Old College Capital LP, a limited partnership in the United Kingdom with registered number SL009405 and having its registered office at Old College, South Bridge, Edinburgh, EH8 9YL;

"Offer" has the meaning set out in Article 16.2;

"Offer By Way of Rights" has the meaning given in Article 6.11;

"Offer Notice" has meaning set out in Article 18.4;

"Offer Period" has the meaning set out in Article 13.7.1;

"Offer Shares" has the meaning set out in Article 18.4.4;

"Original Shareholder" has the meaning set out in Article 12.1;

"Permitted Transfer" a transfer of Shares in accordance with Article 12;

"Permitted Transferee":

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies;
- (b) in relation to OCC, a member of the University Group; and
- (c) in relation to an Investor:
 - (i) to any Member of the same Group;
 - (ii) to any Member of the same Fund Group; and
 - (iii) to any nominee or custodian;

"Priority Rights" the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 13.6;

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

"Proceeds of Sale" the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale as approved by Majority Consent;

"Proposed Exit" has the meaning given in Article 6.1;

"Proposed Purchaser" a proposed purchaser who at the relevant time has made a offer for any Shares of the Company;

"Proposed Sale Date" has the meaning given in Article 16.3;

"Proposed Sale Notice" has the meaning given in Article 16.3;

“Proposed Sale Shares” has the meaning given in Article 16.3;

“Proposed Seller” any person proposing to transfer any Shares of the Company;

“Proposed Tag Transfer” has the meaning set out in Article 18.1;

“Proposed Transfer” has the meaning given in Article 16.1;

“Qualified Financing” a funding round of the Company in which a minimum of £8,000,000 is subscribed for new shares at an agreed pre-money valuation of a minimum of £40,000,000;

“Qualifying Company” a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the CTA 2010);

“Qualifying Person” has the meaning given in section 318(3) of the Act;

“Relevant Interest” has the meaning set out in Article 26.5

“Sale Agreement” has the meaning set out in Article 17.2.5;

“Sale Date” has the meaning set out in Article 18.4;

“Sale Shares” has the meaning set out in Article 13.2.1;

“Second Tranche Conversion Price” means, on any given date (the **“Conversion Date”**), the price equal to the lesser of:

(a) £14,500,000 less any indebtedness of the Company and its subsidiaries, divided by the number of A Ordinary Shares outstanding at the Conversion Date on a fully diluted basis taking into account the conversion of the First Tranche Shares and without taking into account the conversion of the Second Tranche Shares),

(b) the lowest price per Equity Security offered in a Non-Qualified Financing as set out in a notice of the Non-Qualified Financing delivered by the Company to Hatch prior to the Conversion Date (provided that such Non-Qualified Financing closed no earlier than the date of issue of the Second Tranche Shares), multiplied by 0.8, and

“Second Tranche Funding” subscription by Hatch for a second tranche of A Preferred Shares at an aggregate subscription price of £2,000,000 by 31 March 2022 in accordance with the provisions of the Investment Agreement;

“Second Tranche Shares” the A Preferred Shares subscribed on completion of a Second Tranche Funding;

“Seller” has the meaning set out in Article 13.2;

“Seller’s Shares” has the meaning set out in Article 17.1;

“Selling Shareholder” has the meaning set out in Article 17.1;

“Shares” means all or any of the A Preferred Shares and/or A Ordinary Shares and/or any other class of share in the capital of the company from time to time;

“Shareholder” any holder of any Shares (but excludes the Company holding Treasury Shares);

“Shareholders’ Agreement” the shareholders’ agreement dated on or around the Date of Adoption between, amongst others, the Company and the Investors;

“Share Option Plan(s)” the share option plan(s) of the Company as at the Date of Adoption;

“Share Sale” the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) which will result in the purchaser of those Shares (or grantee of that right) and any persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the Shareholders and the proportion of Shares held by each of them are the same as the Shareholders and their shareholdings in the Company immediately prior to the sale;

“Somerston” means Somerston Ventures Limited incorporated in Jersey with registered number 115007 and registered office at 45 Esplanade, St Helier, Jersey, JE2 3QB

“Specified Price” has the meaning set out in Article 16.7.1;

“Specified Tag Price” has the meaning set out in Article 18.3;

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

“Special Majority Consent” shall have the meaning given in the Shareholders’ Agreement;

“Tag Offer” has the meaning set out in Article 18.2;

“Transfer Notice” shall have the meaning given in Article 13.2;

“Transfer Price” shall have the meaning given in Article 13.2;

“Treasury Shares” shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act;

“Trustees” in relation to a Shareholder means the trustee or the trustees of a Family Trust;

“University” means the University Court of the University of Edinburgh a charitable body registered in Scotland under the registration number SC005336, incorporated under the Universities (Scotland) Acts and having its principal office at Old College, South Bridge, Edinburgh, EH8 9YL;

“University Group”: means the University and any University Successor and each entity (howsoever constituted) controlled, directly or indirectly, by the University or a University Successor from time to time and any entity controlled, directly or indirectly, by the University or any University Successor to which all or a material part of the holding of the University Group in spin-out companies or the University Group’s unlisted investment portfolio is transferred (individually a **“University Group Member”**); and

“University Successor” means any entity (howsoever constituted) to which all or part of the University’s activities or statutory functions have been transferred or devolved or succeeding in whole or in part to the interest of the University.

3 SHARE CAPITAL

- 3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 The words “and the directors may determine the terms, conditions and manner of redemption of any such shares” shall be deleted from article 22(2) of the Model Articles.
- 3.3 Subject to Majority Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.

4 DIVIDENDS

- 4.1 In respect of any Financial Year, the Company’s Available Profits will be applied as set out in this Article 4.
- 4.2 Subject to Article 4.3, any Available Profits (of balance thereof) which the Company may determine, with Majority Consent, to distribute in respect of any Financial Year, will be distributed among the holders of the Equity Shares so that the Available Profits will be distributed to the holders of the Equity Shares (pari passu as if the Equity Shares constituted one class of share) pro rata to their respective holdings of Equity Shares.
- 4.3 Every dividend shall accrue on a daily basis assuming a 365 day year. All dividends are expressed net and shall be paid in cash.
- 4.4 Article 31(1) of the Model Articles shall be amended by:
- 4.4.1 the replacement of the words “either in writing or as the directors may otherwise decide” at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words “in writing”; and
- 4.4.2 the replacement of the words “either in writing or by such other means as the directors decide” from the end of paragraph (d) of that article 31(1) with the words “in writing”.

5 RETURN OF CAPITAL

- 5.1 On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities (“**Net Proceeds**”) shall be applied (to the extent that the Company is lawfully permitted to do so):
- 5.1.1 first in paying to the A Preferred shareholders a sum equal to the aggregate Issue Price of all the A Preferred Shares in issue at the relevant time; and
- 5.1.2 thereafter the balance of the Net Proceeds, if any, to the A Ordinary shareholders (including any A Ordinary Shares arising from conversion of A Preferred Shares pursuant to Article 6) on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case),

6 EXIT PROVISIONS

6.1 In the event of:

6.1.1 an Asset Sale or an IPO approved by the Board and Majority Consent; or

6.1.2 a Share Sale approved by Majority Consent,

(each a **"Proposed Exit"**), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with any actions required, with Majority Consent, in relation to the Proposed Exit (**"Actions"**). The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board (with Majority Consent) to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this Article, the Company shall be constituted the agent of each defaulting Shareholder for taking the Actions as are necessary to effect the Proposed Exit and the Directors may authorise an officer or member to execute and deliver on behalf of such defaulting Shareholder the necessary documents and the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders.

Conversion

- 6.2 Any A Preferred Shareholder shall be entitled at any time up to the date which is 42 calendar months after Completion by notice in writing to the Company (the **"Conversion Notice"**), to require conversion into A Ordinary Shares of all of the fully paid A Preferred Shares held by them at any time and those A Preferred Shares shall convert automatically on the date of such Conversion Notice (the **"Conversion Date"**) into such number of A Ordinary Shares as determined by the following formulae (as adjusted by Article 6.8, if applicable)(i) the amount equal to the aggregate Issue Price of all the A Preferred Shares acquired with the First Tranche Funding in issue at the relevant time, divided by (ii) First Tranche Conversion Price; plus iii) the amount equal to the aggregate Issue Price of all the A Preferred Shares acquired with the Second Tranche Funding in issue at the relevant time, divided by (iv) Second Tranche Conversion Price. The Company shall promptly issue in full satisfaction of the outstanding obligations under this conversion to Hatch such number of A Ordinary Shares as determined pursuant to the above formula. The holder of the A Preferred Shareholder may in the Conversion Notice state that conversion of its A Preferred Shares into A Ordinary Shares is conditional upon the occurrence of one or more events (the **"Conditions"**).
- 6.3 All of the fully paid A Preferred Shares shall automatically convert into A Ordinary Shares, as determined pursuant to the formula in Article 6.2, immediately on the earlier of: (i) the occurrence of an IPO which values the Company at an enterprise value of at least US\$40 million; or (ii) a Qualified Financing.
- 6.4 In the case of Articles 6.2 on the Conversion Date and in the case of Article 6.3, at least five Business Days prior to the occurrence of the IPO or Qualified Financing, each holder of the relevant A Preferred Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the A Preferred Shares being converted to the Company at its registered office for the time being.
- 6.5 Where conversion is mandatory on the occurrence of a Qualified Financing or an IPO that conversion will be effective only immediately prior to and conditional upon such Qualified Financing or IPO becoming effective (and **"Conversion Date"** shall be construed accordingly) and, if such Qualified Financing or IPO does not become effective or does not take place, such

conversion shall be deemed not to have occurred. Where any Conversion Notice contains Conditions and such Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred.

- 6.6 On the Conversion Date, the relevant A Preferred Shares shall without further authority than is contained in these Articles stand converted into one A Ordinary Shares at the First Tranche Conversion Price or Second Tranche Conversion Price (as applicable) calculated in accordance with the provisions of Article 6.2 (the “**Conversion Ratio**”), and the A Ordinary Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued A Ordinary Shares.
- 6.7 The Company shall on the Conversion Date enter the holder of the converted A Preferred Shares on the register of members of the Company as the holder of the appropriate number of A 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 acting reasonably) in respect of the A Preferred Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of A Preferred 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 A Ordinary Shares.
- 6.8 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article:
- 6.8.1 if A Preferred Shares remain capable of being converted into new A Ordinary Shares and there is a consolidation and/or sub-division of A Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (acting reasonably) is fair and reasonable, to maintain the right to convert so as to ensure that each holder of A Preferred Shares is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division; and/or
- 6.8.2 if A Preferred Shares remain capable of being converted into A Ordinary Shares, on an allotment of fully-paid A Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of A Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (acting reasonably) is fair and reasonable, to maintain the right to convert so as to ensure that each holder of A Preferred Shares is in no better or worse position as a result of such capitalisation of profits or reserves, such adjustment to become effective as at the record date for such issue.
- 6.8.3 if A Preferred Shares remain capable of being converted into new A Ordinary Shares and the number of A Ordinary Shares in issue has been reduced by way of purchase of own shares funded by debt the Conversion Ratio shall be adjusted by an amount as satisfies Hatch (acting reasonably) that on conversion of its A Preferred Shares it will be in no worse a position as a result of such purchase of own shares as it would have been had the conversion taken place on the date of adoption of these articles.
- 6.9 If any holder of A Preferred Shares becomes entitled to fractions of an A Ordinary Share as a result of conversion (“**Fractional Holders**”), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather

than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale.

- 6.10 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Articles 6.6 to 6.8 or if so requested by Majority Consent, the Board shall, refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose determination as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company.
- 6.11 If A Preferred Shares remain capable of being converted into new A Ordinary Shares and A Ordinary Shares are offered by the Company by way of rights to holders of A Ordinary Shares (an "**Offer By Way of Rights**"), the Company shall on the making of each such offer, make a like offer to each holder of A Preferred Shares as if immediately before the record date for the Offer By Way Of Rights, his A Preferred Shares had been converted into fully-paid A Ordinary Shares at the then applicable Conversion Ratio.

7 VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS

- 7.1 Equity Shares shall confer on each holder of Equity Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2 Where Equity Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him.
- 7.3 No voting rights attached to a share which is nil paid or partly paid may be exercised:
- 7.3.1 at any general meeting, at any adjournment of it or at any poll called at or in relation to it; or
- 7.3.2 on any proposed written resolution,
- unless all of the amounts payable to the Company in respect of that share have been paid.

8 CONSOLIDATION OF SHARES

- 8.1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 8.2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the

Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others.

9 VARIATION OF RIGHTS

- 9.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 75 per cent in nominal value of the issued shares of that class.
- 9.2 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares.

10 ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

- 10.1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.
- 10.2 Unless otherwise agreed by special resolution and with Special Majority Consent, if the Company proposes to allot any New Securities the Shareholders shall procure (in so far as they are able in voting their shares) those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all holders of Equity Shares (the “**Subscribers**”) on the same terms and in accordance with Article 10.3. The offer:
- 10.2.1 shall be in writing, be open for acceptance from the date of the offer to the date 30 Business Days after the date of the offer (inclusive) (the “**Subscription Period**”) and give details of the number and subscription price of the New Securities; and
- 10.2.2 may stipulate that any Subscriber who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe.
- 10.3 The New Securities referred to in Article 10.2 shall be offered to the holders of Equity Shares on a pro rata basis to their respective holdings of Equity Shares.
- 10.4 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of Equity Shares held by such Subscribers which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by him).
- 10.5 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities on offer, the New Securities applied for shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered to any other person as the Board may determine at the same price and on the same terms as the offer to the Subscribers provided that prior to the issue of the offer notice referred to in Article 10.2 the Board has notified Hatch of the identity of the person to whom the Board is proposing to offer the New Securities under this Clause 10.5 failing which any such offer shall be subject to Majority Consent. .

- 10.6 Subject to the requirements of Articles 10.3 to 10.5 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 10.7 The provisions of Articles 10.3 to 10.6 (inclusive) shall not apply to:
- 10.7.1 options to subscribe for A Ordinary Shares under a Share Option Plan(s);
 - 10.7.2 New Securities to be issued to a new investor judged by the Board (and with the written consent of the Lead Investors and Hatch) to be strategically important to the development of the Business;
 - 10.7.3 New Securities issued or granted in order for the Company to comply with its obligations under these Articles;
 - 10.7.4 New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by the Board (with Lead Investors and Hatch written consent);
 - 10.7.5 New Securities issued as a result of a bonus issue of shares which has been approved by written consent of the Lead Investors and Hatch; and
 - 10.7.6 Shares or options for Shares issued or granted to the Investors in accordance with the terms of the Investment Agreement and/or the Shareholders' Agreement.
- 10.8 Any New Securities offered under this Article 10 to a Shareholder may be accepted in accordance with the terms of this Article 10 only by:
- 10.8.1 that Shareholder; or
 - 10.8.2 a Member of the same Group as that Shareholder,
- in such proportions as may be notified by that Shareholder to the Company in writing.
- 10.9 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.

11 TRANSFERS OF SHARES – GENERAL

- 11.1 In Articles 11 to 17 inclusive, reference to the transfer of a Share includes, without limitation, the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.
- 11.2 No Share may be transferred unless the transfer is made in accordance with these Articles.
- 11.3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him.

- 11.4 Any transfer of a Share by way of sale which is required to be made under Articles 13 to 17 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee.
- 11.5 The Directors may refuse to register a transfer if:
- 11.5.1 it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - 11.5.2 the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
 - 11.5.3 it is a transfer of a Share which is not fully paid:
 - a) to a person of whom the Directors do not approve; or
 - b) on which Share the Company has a lien;
 - 11.5.4 the transfer is not lodged at the registered office or at such other place as the Directors may appoint;
 - 11.5.5 the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board, acting reasonably) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - 11.5.6 the transfer is in respect of more than one class of Shares;
 - 11.5.7 the transfer is in favour of more than four transferees; or
 - 11.5.8 these Articles otherwise provide that such transfer shall not be registered.
- 11.6 If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 11.7 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Shareholders' Agreement or any similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 11.10 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 11.8 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may

request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall, immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur:

11.8.1 the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question); or

11.8.2 the withholding of payment of all dividends or other distributions otherwise attaching to the relevant shares or to any further shares issued in respect of those shares; and

11.8.3 the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at a price calculated in accordance with Clause 11.10.

The rights referred to in 11.8.1 and 11.8.2 above may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in 11.8.3 above.

11.9 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 20 Business Days of a written demand being duly made, a Transfer Notice shall be deemed to have been given at the expiration of that period.

11.10 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:

11.10.1 the Transfer Price for the Sale Shares will be as agreed between the Directors (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Directors become aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;

11.10.2 it does not include a Minimum Transfer Condition (as defined in Article 13.2); and

11.10.3 the Seller wishes to transfer all of the Shares held by it.

11.11 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.

12 PERMITTED TRANSFERS

12.1 A Shareholder (who is not a Permitted Transferee) (the “**Original Shareholder**”) may transfer all or any of his or its Equity Shares to a Permitted Transferee without restriction as to price or otherwise.

- 12.2 Shares previously transferred as permitted by Article 12.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise.
- 12.3 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise.
- 12.4 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares. This Article 12.4 shall not apply to a member that is an Investor or any Permitted Transferee of an Investor.
- 12.5 Trustees may (i) transfer Shares to a Qualifying Company; or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise.
- 12.6 No transfer of Shares may be made to Trustees unless the Board is satisfied:
- 12.6.1 with the terms of the trust instrument and in particular with the powers of the trustees;
- 12.6.2 with the identity of the proposed trustees;
- 12.6.3 the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
- 12.6.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.
- 12.7 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board to have given a Transfer Notice in respect of such Shares.
- 12.8 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either:
- 12.8.1 execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
- 12.8.2 give a Transfer Notice to the Company in accordance with Article 13.2,

failing which he shall be deemed to have given a Transfer Notice.

- 12.9 On the death (subject to Article 12.3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.
- 12.10 A transfer of any Shares approved by the Board (Lead Investors and Hatch written consent) may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors.
- 12.11 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by Special Majority Consent.

13 TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

- 13.1 Save where the provisions of Articles 12, 15, 16, 17 and 18 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 13.
- 13.2 A Shareholder who wishes to transfer Shares (a “**Seller**”) shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a “**Transfer Notice**”) to the Company specifying:

13.2.1 the number of Shares which he wishes to transfer (the “**Sale Shares**”);

13.2.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;

13.2.3 the price at which he wishes to transfer the Sale Shares; and

13.2.4 whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a “**Minimum Transfer Condition**”).

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the “**Transfer Price**”) must be agreed by the Board (with Majority Consent). In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board with written consent of the Lead Investor and Hatch. In both cases, the Transfer Price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice.

- 13.3 Except with Majority Consent, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.

13.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

13.5 As soon as practicable following the later of:

13.5.1 receipt of a Transfer Notice; and

13.5.2 in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 13.2,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 13.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

13.6 **Priority for offer of Sale Shares**

The Sale Shares shall be offered to the holders of Equity Shares on a pro rata basis to their respective holdings of Equity Shares on the basis set out in Article 13.7.

13.7 **Transfers: Offer**

13.7.1 The Board shall offer the Sale Shares pursuant to the Priority Rights to all shareholders specified in the offer other than the Seller (the “**Continuing Shareholders**”) inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the date of the offer (inclusive) (the “**Offer Period**”) for the maximum number of Sale Shares they wish to buy.

13.7.2 If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Article 13.7 will be conditional on the fulfilment of the Minimum Transfer Condition.

13.7.3 If, at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of the relevant class(es) of Equity Shares bears to the total number of the relevant class(es) of Equity Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

13.7.4 If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 13.8.5.

13.8 **Completion of transfer of Sale Shares**

13.8.1 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated

under Article 13.7 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

13.8.2 If:

- a) the Transfer Notice does not include a Minimum Transfer Condition; or
- b) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 13.7, give written notice of allocation (an “**Allocation Notice**”) to the Seller and each Shareholder to whom Sale Shares have been allocated (an “**Applicant**”) specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 5 Business Days nor more than 10 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

13.8.3 Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

13.8.4 If the Seller fails to comply with the provisions of Article 13.8.3:

- a) the chairman of the Company or, failing him, one of the Directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller:
 - i complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - ii receive the Transfer Price and give a good discharge for it; and
 - iii (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and
- b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board).

13.8.5 If an Allocation Notice does not relate to all of the Sale Shares, then subject to Article 13.8.6, the Seller may, within eight weeks after the service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.

13.8.6 The right of the Seller to transfer Shares under Article 13.8.5 does not apply if the Board is of the opinion on reasonable grounds that:

- a) the transferee is a person (or a nominee for a person) who the Board determines in its absolute discretion is a competitor with (or an Associate of a

competitor with) the business of the Company or with a Subsidiary Undertaking of the Company;

- b) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- c) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.

13.9 Any Sale Shares offered under this Article 13 to a Shareholder may be accepted in accordance with the terms of this Article 13 only by:

13.9.1 that Shareholder; or

13.9.2 a Member of the same Group as that Shareholder,

in such proportions as may be notified by that Shareholder to the Company in writing.

13.10 The restrictions imposed by this Article 13 may be waived in relation to any proposed transfer of Equity Shares with the consent of the Board and with Majority Consent.

14 VALUATION OF SHARES

14.1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 11.10 or 13.2 or otherwise then, on the date of failing agreement, the Board shall either:

14.1.1 appoint an expert valuer in accordance with Article 14.2 (the “**Expert Valuer**”) to certify the Fair Value of the Sale Shares; or

14.1.2 (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.

14.2 The parties agree that the Expert Valuer will be either:

14.2.1 the Auditors; or

14.2.2 (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date 10 Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either the Board or the Seller.

14.3 The “**Fair Value**” of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:

14.3.1 valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer;

- 14.3.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 14.3.3 that the Sale Shares are capable of being transferred without restriction;
 - 14.3.4 valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares;
 - 14.3.5 reflect any other factors which the Expert Valuer reasonably believes should be taken into account.
- 14.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.
- 14.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination.
- 14.6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).
- 14.7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose.
- 14.8 The Expert Valuer shall deliver their determination to the Company. As soon as the Company receives the determination it shall deliver a copy of it to the Seller. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on him of the copy determination, cancel the Company's authority to sell the Sale Shares.
- 14.9 The cost of obtaining the certificate shall be paid by the Company unless:
- 14.9.1 the Seller cancels the Company's authority to sell; or
 - 14.9.2 the Sale Price determined by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,
- in which case the Seller shall bear the cost.
- 14.10 Where the Expert Valuer requires payment prior to releasing its determination to the Company, the Company shall pay the Expert Valuer's costs. Where (a) the Seller is responsible for paying the costs of the Expert Valuer pursuant to the provisions of Article 14.9; and (b) such costs have been paid by the Company, the Seller shall reimburse the Company for such costs within the earlier to occur of 5 Business Days of the (i) determination being provided; and (ii) Company making payment to the Expert Valuer. Any sum owing by the Seller to the Company under this Article shall carry interest from the day after the date on which it is payable until actual payment at 4% above the base rate of Barclays Bank Plc. Such interest will be compounded semi-annually and payable after as well as before any judgment.

15 COMPULSORY TRANSFERS – GENERAL

- 15.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors.
- 15.2 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:
- 15.2.1 to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
- 15.2.2 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 15.2 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.
- 15.3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Directors may determine.
- 15.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice. This Article 15.4 shall not apply to a member that is an Investor or any Permitted Transferee of an Investor.

16 MANDATORY OFFER ON TRANSFER OF SHARES

- 16.1 Except in the case of Permitted Transfers and transfers pursuant to Article 15 after going through the pre-emption procedure in Article 13, the provisions of Article 16.2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the **"Proposed Transfer"**).
- 16.2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the **"Offer"**) to the other Shareholders to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 16.7).
- 16.3 The Offer must be given by written notice (a **"Proposed Sale Notice"**) at least 10 Business Days (the **"Offer Period"**) prior to the proposed sale date (**"Proposed Sale Date"**). The Proposed Sale Notice must set out, to the extent not described in any accompanying

documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the “**Proposed Sale Shares**”).

- 16.4 If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect.
- 16.5 If the Offer is accepted by any Shareholder (an “**Accepting Shareholder**”) within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 16.6 The Proposed Transfer is subject to the pre-emption provisions of Article 13 but the purchase of the Accepting Shareholders' Shares shall not be subject to Article 13.
- 16.7 For the purpose of this Article:

16.7.1 the expression “**Specified Price**” shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser:

- a) in the Proposed Transfer; or
- b) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum, as defined in Article 16.7.2, of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares (the “**Supplemental Consideration**”) provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 5 and 6;

16.7.2 **Relevant Sum** = $C \div A$

where: A = number of Equity Shares being sold in connection with the relevant Proposed Transfer;

C = the Supplemental Consideration.

17 **DRAG-ALONG**

- 17.1 If the holders of 67 per cent of the Equity Shares (the “**Selling Shareholders**”) wish to transfer all their interest in Equity Shares (the “**Sellers' Shares**”) to a Proposed Purchaser in a bona fide commercial transaction, the Selling Shareholders shall have the option (the “**Drag Along Option**”) to compel each other holder of Equity Shares (each a “**Called Shareholder**” and together the “**Called Shareholders**”) to sell and transfer all their Equity Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the “**Drag Purchaser**”) in accordance with the provisions of this Article.

- 17.2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a **"Drag Along Notice"**) to the Company which the Company shall forthwith copy to the Called Shareholders at least 10 business days before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag Along Notice shall specify :
- 17.2.1 that the Called Shareholders are required to transfer all their Shares (the **"Called Shares"**) under this Article;
 - 17.2.2 the person to whom they are to be transferred;
 - 17.2.3 the consideration for which the Called Shares are to be transferred shall be no less favourable to the Called Shareholders than the consideration payable to the Selling Shareholders for the Sellers' Shares (the **"Drag Consideration"**);;
 - 17.2.4 the proposed date of transfer; and
 - 17.2.5 the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the **"Sale Agreement"**).
- (and, in the case of paragraphs 17.2.2 to 17.2.4 above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article.
- 17.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 17.4 In respect of a transaction that is the subject of a Drag-Along Notice and with respect to any Drag Document, a Called Shareholder shall not be bound by the Drag-Along Notice unless, in connection with the proposed sale to Drag Purchaser:
- 17.4.1 the consideration payable to such Called Shareholder is cash;
 - 17.4.2 any representations and warranties to be made by such Called Shareholder are limited to authority, ownership and the ability to convey title;
 - 17.4.3 such Called Shareholder shall not be liable for the inaccuracy of any representation or warranty made by any other person;
 - 17.4.4 the liability of such Called Shareholder is several and not joint with any other person and is pro rata in proportion to, and does not exceed, the amount of consideration received by such Called Shareholder in connection with such sale;
 - 17.4.5 such Called Shareholder shall not be required to give any release of claims other than a release that is limited to its role as a shareholder or employee of the Company; and
 - 17.4.6 such Called Shareholder shall not be subject to any non-competition, non-investment, non-solicitation or similar provisions.

- 17.5 Within ten Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the “**Drag Completion Date**”), each Called Shareholder shall deliver:
- 17.5.1 duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser;
 - 17.5.2 the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company; and
 - 17.5.3 duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,
- (together the “**Drag Documents**”).
- 17.6 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest.
- 17.7 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 17 in respect of their Shares.
- 17.8 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 17 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.
- 17.9 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 13.
- 17.10 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a “**New Shareholder**”), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

18 TAG-ALONG

- 18.1 Except in the case of transfers pursuant to Article 15, and after going through the pre-emption procedure set out in Article 13, the provisions of Article 18.2 to Article 18.7 shall apply if, in one or a series of related transactions, one or more Shareholders ("**Sellers**") propose to transfer Shares ("**Proposed Tag Transfer**") which would, if carried out, result in any person ("**Buyer**"), and any person Acting in Concert with the Buyer, acquiring Control of the Company.
- 18.2 Before making a Proposed Tag Transfer, a Seller shall procure that the Buyer makes an offer ("**Tag Offer**") to:
- 18.2.1 the other Shareholders to purchase all of the Shares held by them;
 - 18.2.2 the holders of any existing options to acquire Shares (granted by the Company or under any share option arrangements established by the Company) that are already capable of exercise or that are expected to become capable of exercise before the Proposed Tag Transfer, to purchase any Shares acquired on the exercise of options at any time before the Proposed Tag Transfer;
 - 18.2.3 the holders of any warrants to subscribe for Shares that are capable of exercise or that are expected to become capable of exercise before the Proposed Tag Transfer, to purchase any Shares acquired on the exercise of the subscription rights under such warrants at any time before the Proposed Tag Transfer; and
 - 18.2.4 the holders of any securities of the Company that are convertible into Shares ("**Convertible Securities**"), to purchase any Shares arising from the conversion of such Convertible Securities at any time before the Proposed Tag Transfer.
- 18.3 The consideration for which the Shareholders shall be offered pursuant to the Proposed Tag Transfer shall be that to which they would be entitled if the total consideration proposed to be paid by the Buyer for all Shares transferred to it, or any person Acting in Concert with the Buyer, were distributed to the holders of the transferred Shares pro rata to the number of Shares held by them ("**Specified Tag Price**").
- 18.4 The Offer shall be made by written notice ("**Offer Notice**"), at least 30 Business Days before the proposed sale date ("**Sale Date**"). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- 18.4.1 the identity of the Buyer;
 - 18.4.2 the Specified Tag Price and other terms and conditions of payment;
 - 18.4.3 the Sale Date; and
 - 18.4.4 the number of Shares proposed to be purchased by the Buyer ("**Offer Shares**").
- 18.5 If the Buyer fails to make the Tag Offer to all of the Shareholders in accordance with Article 18.2 and Article 18.4, the Seller shall not be entitled to complete the Proposed Tag Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Tag Transfer.

- 18.6 If the Tag Offer is accepted by any Shareholder (“**Accepting Shareholder**”) in writing within 20 Business Days of receipt of the Offer Notice, the completion of the Proposed Tag Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.
- 18.7 The Proposed Tag Transfer is subject to the pre-emption provisions of Article 13, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.

19 GENERAL MEETINGS

- 19.1 At least one Founder, a Majority (including Hatch), present in person or by their appointed representatives, shall be required for the quorum of a general meeting.
- 19.2 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 19.3 The provisions of section 318 of the Act shall apply to the Company.
- 19.4 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.

20 PROXIES

- 20.1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words: “is signed by or on behalf of the shareholder appointing the proxy and accompanied by any authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)”.
- 20.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:
- 20.2.1 be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- 20.2.2 be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director; or
- 20.2.3 in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the chairman or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

21 ALTERNATE DIRECTORS

- 21.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the "**Appointor**") may appoint any Director or any other person as he thinks fit to be his alternate Director to:

21.1.1 exercise that Director's powers; and

21.1.2 carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor.

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

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

- 21.3 The notice must:

21.3.1 identify the proposed alternate; and

21.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

- 21.4 An alternate Director has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor.

- 21.5 Except as these Articles specify otherwise, alternate directors:

21.5.1 are deemed for all purposes to be Directors;

21.5.2 are liable for their own acts and omissions;

21.5.3 are subject to the same restrictions as their Appointors; and

21.5.4 are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

- 21.6 A person who is an alternate Director but not a Director:

21.6.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and

21.6.2 may sign a Directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate).

No alternate may be counted as more than one Director for such purposes.

- 21.7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision).
- 21.8 An alternate Director is not entitled to receive any remuneration from the company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.
- 21.9 An alternate Director's appointment as an alternate shall terminate:
- 21.9.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 21.9.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- 21.9.3 on the death of the alternate's Appointor; or
- 21.9.4 when the alternate's Appointor's appointment as a Director terminates.

22 NUMBER OF DIRECTORS

Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall not be more than eight (including any Lead Investor Director or a Hatch Director).

23 APPOINTMENT OF DIRECTORS

- 23.1 For as long as Hatch (together with its Permitted Transferees) holds any Shares (excluding Treasury Shares), Hatch will be entitled to appoint and maintain in office as a non-executive director (the "**Hatch Director**") of the Company and any subsidiary of the Company any one person nominated by Hatch and, if required by Hatch, the Company and the Shareholders shall remove from office that appointed Hatch Director and to appoint another in his place on the same terms of appointment.
- 23.2 Each of the Lead Investors (together with their Permitted Transferees) shall be entitled to appoint and maintain in office as a non-executive Director (a "**Lead Investor Director**") of the Company and any subsidiary of the Company one person nominated by them for so long as each holds any Shares (excluding Treasury Shares) and if required by the relevant Lead Investor remove from office that appointed Lead Investor Director and to appoint another in his place on the same terms of appointment.
- 23.3 For as long as a Founder (together with his Permitted Transferees) (a) holds any Shares; and (b) is an Employee, he shall be entitled to appoint and maintain in office as a director (a "**Founder Director**") of the Company and any subsidiary of the Company any one person nominated by the Founder and, if required by the Founder, to remove from office any appointed Founder Director and to appoint another in his place on the same terms of appointment.

- 23.4 The Hatch Director and each Lead Investor Director shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking.

24 DISQUALIFICATION OF DIRECTORS

- 24.1 In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if:

24.1.1 he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated; or

24.1.2 in the case of a Director other than a Director appointed in accordance with Article 22 above, if a majority of his co-Directors serve notice on him in writing, removing him from office.

25 PROCEEDINGS OF DIRECTORS

- 25.1 The quorum for Directors' meetings shall be:

25.1.1 If a Hatch Director is appointed, three Directors comprising at least one Founder Director, one Lead Investor Director and the Hatch Director; or

25.1.2 if a Hatch Director is not appointed, two directors, comprising at least one Founder Director and one Lead Investor Director.

If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the day two Business Days later at the same time and place. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed and provided proper notice has been provided to all Directors of the adjourned meeting, then the meeting shall proceed.

- 25.2 If a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum despite their absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present.

- 25.3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting.

- 25.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

- 25.5 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct

or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting.

25.6 Questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of any equality of votes, the chairman shall not have a second or casting vote.

25.7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

26 DIRECTORS' INTERESTS

Specific interests of a Director

26.1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind:

26.1.1 where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;

26.1.2 where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;

26.1.3 where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;

26.1.4 where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;

26.1.5 where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this;

26.1.6 an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or

26.1.7 any other interest authorised by ordinary resolution.

Interests of an Investor Director

26.2 In addition to the provisions of Article 26.1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is an Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

26.2.1 an Investor;

26.2.2 a Fund Manager which advises or manages an Investor;

26.2.3 any of the funds advised or managed by a Fund Manager who advises or manages an Investor from time to time; or

26.2.4 another body corporate or firm in which a Fund Manager who advises or manages an Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies.

Interests of which a Director is not aware

26.3 For the purposes of this Article 25, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his.

Accountability of any benefit and validity of a contract

26.4 In any situation permitted by this Article 25 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

Terms and conditions of Board authorisation

26.5 Subject to Article 26.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt:

26.5.1 be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation:

- a) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest;
- b) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed; or
- c) restricting the application of the provisions in Articles 26.7 and 26.8, so far as is permitted by law, in respect of such Interested Director;

26.5.2 be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

subject to Article 26.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 26.

Terms and conditions of Board authorisation for an Investor Director

- 26.6 Notwithstanding the other provisions of this Article 26, it shall not (save with the consent in writing of the Board) be made a condition of any authorisation of a matter in relation to that Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 26.8.

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

- 26.7 Subject to Article 26.8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 26), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

26.7.1 to disclose such information to the Company or to any Director, or to any officer or employee of the Company; or

26.7.2 otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

- 26.8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 26.7 shall apply only if the conflict arises out of a matter which falls within Article 26.1 or Article 26.2 or has been authorised under section 175(5)(a) of the Act.

Additional steps to be taken by a Director to manage a conflict of interest

- 26.9 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

26.9.1 absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and

26.9.2 excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

Requirement of a Director is to declare an interest

- 26.10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 26.1 or Article 26.2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

26.10.1 falling under Article 26.1.7;

26.10.2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

26.10.3 if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

Shareholder approval

- 26.11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 26.

- 26.12 For the purposes of this Article 26:

26.12.1 a conflict of interest includes a conflict of interest and duty and a conflict of duties;

26.12.2 the provisions of section 252 of the Act shall determine whether a person is connected with a Director;

26.12.3 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

27 INDEMNITIES AND INSURANCE

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

27.1.1 every Director (current and former) 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 current or former Director or current or former director of 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,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 27.1.1a), 27.1.1c)ii and 27.1.1c)iii applying;

27.1.2 the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such current or former Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

27.2 The Company shall (at the cost of the Company) effect and maintain for each current or former director of any associated company policies of insurance insuring each such 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.

28 DATA PROTECTION

The Company may process the following categories of personal data in respect of the Shareholders and Directors: (i) identifying information, such as names, addresses and contact details, (ii) details of participation in the Company's affairs, such as attendance at and contribution to Company meetings, voting records etc., (iii) in the case of Shareholders, details of their respective shareholdings in the Company, (iv) any other information which is required to be recorded by law or may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security), in the Company (together, "**Personal Data**"). The Company will only use the Personal Data where it has a valid legal basis to do so. The Company has a legitimate interest in processing Personal Data where it is necessary for the purposes of the proper administration of the Company and its affairs, the

undertaking of due diligence exercises and compliance with applicable laws, regulations and procedures. The Company will use appropriate technical and organisational measures to safeguard Personal Data. The Company will retain Personal Data for no longer than is reasonably required. The Company may disclose Personal Data to (i) other Shareholders and Directors (each a “**Recipient**”), (ii) a Member of the same Group as a Recipient (“**Recipient Group Companies**”), (iii) employees, directors and professional advisers of that Recipient or the Recipient Group Companies, (iv) funds managed by any of the Recipient Group Companies, and (v) current or potential investors in the Company or purchasers of the Company’s shares, provided always that the Company takes reasonable steps to ensure that Personal Data is treated in accordance with relevant data protection laws. The Personal Data will only be processed and stored within the European Economic Area except to the extent permitted by law.

29 SECRETARY

Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.