

Dated

07 JANUARY

2021

PERCURO PRIMAL PET FOOD LTD

# ARTICLES OF ASSOCIATION



**Companies Act 2006**

**Private Company Limited by Shares**

**Articles of Association of Percuro Primal Pet Food Ltd**

(Incorporated in England and Wales under registered no. 12414136)

(Adopted by Special Resolution passed on 07 JANUARY 2021)

**1 DEFINITIONS**

In the articles, unless the context requires otherwise—

**Act** shall mean the Companies Act 2006 and its provisions;

**A Ordinary Shares** means the A Ordinary shares of £0.00001 each in the capital of the Company;

**A Ordinary Shareholder** means a holder of A Ordinary shares;

**Articles** means the company's articles of association;

**B Ordinary Shares** means the B Ordinary shares of £0.00001 each in the capital of the Company;

**B Ordinary Shareholder** means a holder of B Ordinary Shares;

**Bankruptcy** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Buy Back Notice** as defined in Article 32.6.

**Buy Back Period** as defined in Article 32.6

**Chairman** has the meaning given in article 12;

**Chairman of the meeting** has the meaning given in article 42;

**Commencement Date** the date on which an employee commenced their position with the Company;

**Companies Acts** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

**Departing Employee** any member who leaves the Company irrespective of howsoever arising within 12 months of the Commencement Date of their employment with the Company, the 12 month period will include any notice period;

**Director** means a director of the company, and includes any person occupying the position of director, by whatever name called;

**Distribution recipient** has the meaning given in article 34;

**Document** includes, unless otherwise specified, any document sent or supplied in electronic form;

**Electronic form** has the meaning given in section 1168 of the Companies Act 2006;

**Fair Price** the price determined by an independent accountant in accordance with Article 37;

**Holder** in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**Offer Period** as defined Article 32.8;

**Ordinary resolution** has the meaning given in section 282 of the Companies Act 2006;

**Proposed Buyer** any person or company that wishes to purchase shares in the Company and who is a Permitted Transferee;

**Proxy notice** has the meaning given in article 48;

**Relevant Transferee** as defined in Article 32.10;

**Remaining Shareholders** will include any shareholders who have not given notice to transfer their shares;

**Sale Price** as defined in Article 32.5;

**Sale Shares** those shares that are subject to a Transfer Notice in accordance with Article 31;

**Subscription Period** as defined in Article 29.4;

**Shareholder** means a person who is the holder of a share;

**Shares** means shares in the company;

**Special resolution** has the meaning given in section 283 of the Companies Act 2006;

**Subsidiary** has the meaning given in section 1159 of the Companies Act 2006;

**Transferor** as defined in Article 32.2;

**Transfer Notice** as defined in Article 32.2;

**Transmittee** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

**Writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

## **2 LIABILITY OF MEMBERS**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

## **3 DIRECTORS' GENERAL AUTHORITY**

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

## **4 SHAREHOLDERS' RESERVE POWER**

**4.1** The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

- 4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **5 DIRECTORS MAY DELEGATE**

- 5.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

- 5.1.1 to such person or committee;
- 5.1.2 by such means (including by power of attorney);
- 5.1.3 to such an extent;
- 5.1.4 in relation to such matters or territories; and
- 5.1.5 on such terms and conditions;

as they think fit.

- 5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **6 COMMITTEES**

- 6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

- 6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **7 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

7.2

If:

7.2.1 the company only has one director, and

7.2.2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

## **8 UNANIMOUS DECISIONS**

8.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

8.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

8.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

8.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

## **9 CALLING A DIRECTORS' MEETING**

9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

9.2 Notice of any directors' meeting must indicate:

9.2.1 its proposed date and time;

9.2.2 where it is to take place; and

9.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

9.4 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 not more than 7 days 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.

## **10 PARTICIPATION IN DIRECTORS' MEETINGS**

10.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

10.1.1 the meeting has been called and takes place in accordance with the articles, and

10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

10.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **11 QUORUM FOR DIRECTORS' MEETINGS**

11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

11.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

11.3.1 to appoint further directors, or

11.3.2 to call a general meeting so as to enable the shareholders to appoint further directors.

## **12 CHAIRING OF DIRECTORS' MEETINGS**

12.1 The directors may appoint a director to chair their meetings.

12.2 The person so appointed for the time being is known as the chairman.

12.3 The directors may terminate the chairman's appointment at any time.

12.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

## **13 CASTING VOTE**

13.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

13.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **14 CONFLICTS OF INTEREST**

14.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.



- 14.2 But if article 14.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 14.3 This article applies when—
- 14.3.1 the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
  - 14.3.2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - 14.3.3 the director's conflict of interest arises from a permitted cause.
- 14.4 For the purposes of this article, the following are permitted causes—
- 14.4.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
  - 14.4.2 subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
  - 14.4.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 14.5 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 14.6 Subject to article 14.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

- 14.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **15 RECORDS OF DECISIONS TO BE KEPT**

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

## **16 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to these articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## **17 METHODS OF APPOINTING DIRECTORS**

- 17.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

17.1.1 by ordinary resolution, or

17.1.2 by a decision of the directors.

- 17.2 In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

- 17.3 For the purposes of article 17.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

## **18 TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a director as soon as:

- 18.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- 18.1.2 a bankruptcy order is made against that person;
- 18.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 18.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 18.1.5 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

## **19 DIRECTORS' REMUNERATION**

- 19.1 Directors may undertake any services for the company that the directors decide.
- 19.2 Directors are entitled to such remuneration as the directors determine—
  - 19.2.1 for their services to the company as directors, and
  - 19.2.2 for any other service which they undertake for the company.
- 19.3 Subject to the articles, a director's remuneration may—
  - 19.3.1 take any form, and
  - 19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 19.5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees

of the company's subsidiaries or of any other body corporate in which the company is interested.

## **20 DIRECTORS' EXPENSES**

20.1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

20.1.1 meetings of directors or committees of directors,

20.1.2 general meetings, or

20.1.3 separate meetings of the holders of any class of shares or of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## **21 SHARE CAPITAL**

21.1 The issued share capital of the Company at the date of the adoption of these Articles is £100.00 divided into:

21.1.1 9,250,000 A Ordinary Shares; and

21.1.2 750,000 B Ordinary Shares.

21.2 The A Ordinary Shares and the B Ordinary Shares shall constitute different classes of shares for the purposes of the CA 2006 and the A Shareholders shall be entitled to voting rights, whilst the B Shareholders shall not be entitled to any voting rights.

21.3 Save as otherwise provided in these Articles, the A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* in all other respects.

## **22 VARIATION OF RIGHTS**

22.1 The rights attached to any class of Shares may from time to time, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of not less than 75% in nominal value of the issued Shares of that

class or with the sanction of a special resolution passed at a separate meeting of the holders of that class of Shares, but not otherwise.

22.2 The provisions of these Articles relating to general meetings of the Company or to their proceedings (and adjournments) shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that:

22.2.1 the necessary quorum shall be one person holding or representing by proxy at least one third in nominal amount of the issued Shares of that class;

22.2.2 every holder of Shares of the class present in person or by proxy shall be entitled on a poll to one vote for every such Share held by it; and

22.2.3 any holder of Shares of the class present in person or by proxy may demand a poll.

## **23 RETURN OF CAPITAL**

23.1 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any shares), the surplus assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority:

23.1.1 first, in paying to each holder of A ordinary shares in respect of each A ordinary share of which it is the holder, a sum equal to the issue price thereof;

23.1.2 second, in paying to each holder of B ordinary shares in respect of each B ordinary share of which it is the holder, a sum equal to the issue price thereof, and

23.1.3 the balance of such assets (if any) shall be distributed amongst the holders of the A ordinary shares and the B ordinary shares (pari passu as if the same constituted one class of shares) according to the amount paid up or credited as paid up on each such share.

**24 ALL SHARES TO BE FULLY PAID UP**

- 24.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue.
- 24.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

**25 POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

- 25.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 25.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

**26 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

**27 SHARE CERTIFICATES**

- 27.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 27.2 Every certificate must specify:
- 27.2.1 in respect of how many shares, of what class, it is issued;
  - 27.2.2 the nominal value of those shares;
  - 27.2.3 that the shares are fully paid; and
  - 27.2.4 any distinguishing numbers assigned to them.
- 27.3 No certificate may be issued in respect of shares of more than one class.

27.4 If more than one person holds a share, only one certificate may be issued in respect of it.

27.5 Certificates must:

27.5.1 have affixed to them the company's common seal, or

27.5.2 be otherwise executed in accordance with the Companies Acts.

## **28 REPLACEMENT SHARE CERTIFICATES**

28.1 If a certificate issued in respect of a shareholder's shares is:

28.1.1 damaged or defaced, or

28.1.2 said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

28.2 A shareholder exercising the right to be issued with such a replacement certificate:

28.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

28.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and

28.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

## **29 ALLOTMENT OF NEW SECURITIES AND PRE-EMPTION RIGHTS**

29.1 Subject to the provisions of the Act and these Articles, and without prejudice to any rights attached to any existing Shares, any Share may be issued with such rights or restrictions as the Company may determine and sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the company.

29.2 Subject to the remaining provisions of this Article, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

- 29.2.1 offer or allot; and
- 29.2.2 grant rights to subscribe for; or
- 29.2.3 to convert any security into any Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the directors think proper.

29.3 The authority referred to in Article 29.2:

- 29.3.1 shall be limited to Shares up to a maximum aggregate nominal value of £300;
- 29.3.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
- 29.3.3 may only be exercised during the period of five years from the date the ordinary resolution was passed save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any Shares to be allotted after the expiry of such authority (and the Directors may allot Shares in pursuance of such offer or agreement as if such authority had not expired).

29.4 Unless otherwise determined by way of special resolution, any new Shares proposed to be allotted shall be offered first to the existing Shareholders on the same terms and at the same price as those new Shares are being offered to other persons. Any such offer shall be made by written notice and shall specify a time (being not less than 10 days from the date of the offer) within which the offer, if not accepted, will lapse (the "**Subscription Period**"). If, at the end of the Subscription Period, applications are received in respect of an aggregate number of new Shares in excess of or equal to that offered, the new Shares shall be allotted to those who have accepted the offer in proportion to the number of Shares held by each applicant provided that no applicant shall be obliged to subscribe for more new Shares than the number for which he has applied and so that the provisions of this Article shall continue to apply mutatis mutandis until all the new Shares have been allotted accordingly. If, at the end of the Subscription Period, the number of applications received for the new Shares is less than that offered, the new Shares shall be allotted to the applicants in accordance with their applications and the directors may (subject to the provisions of the Act) allot any remaining new Shares



to such persons and upon such terms, being no more favourable than those offered to the Shareholders, as they think fit.

29.5 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

29.6 No Shares shall be allotted to any employee, director, prospective employee or prospective director of the Company unless such person has entered into a joint election under section 431 of the Income Tax (Earnings and Pensions) Act 2003 with the Company.

29.7 The provisions of Articles 29.2 to 29.7 (inclusive) shall not apply to any member who becomes a Departing Employee in accordance with Article 36.

### **30 SHARE TRANSFERS**

30.1 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.

30.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

30.3 The company may retain any instrument of transfer which is registered.

30.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

30.5 The directors may refuse to register the transfer of a share, and if they do so, 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.

### **31 PERMITTED SHARE TRANSFERS**

Subject to Article 30, a Shareholder (or the legal personal representatives of a deceased Shareholder) shall be permitted to transfer the legal title to or beneficial ownership of a Share (without restriction as to price or otherwise) with the prior written consent of the directors.

## 32 SHARE TRANSFERS – PRE-EMPTION RIGHTS

- 32.1 Save where the provisions of Article 31 apply and save to the extent expressly provided to the contrary in these Articles, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from a Share is subject to the provisions contained in this Article 32 and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void.
- 32.2 Before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share or agreeing to any of the aforementioned, the person proposing to transfer or otherwise dispose of the same (the “**Transferor**”) shall give notice in writing (a “**Transfer Notice**”) to the Company specifying:
- 32.2.1 the number of Sale Shares (as defined in Article 32.3) the Transferor wishes to transfer;
  - 32.2.2 if the Transferor wishes to transfer the Sale Shares to a third party, the name of the proposed transferee;
  - 32.2.3 the entire consideration per share for which the Transferor wishes to transfer the Sale Shares; and
  - 32.2.4 whether the Transfer Notice includes a Total Transfer Condition (as defined in Article 32.4).
- 32.3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to the Shares referred to in that notice, the Transfer Notice shall unconditionally constitute the Company as the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to in that notice (the “**Sale Shares**”) at the Sale Price (defined below in Article 32.5) in accordance with the provisions of this Article. A Transfer Notice shall not be revocable except with the consent of the Board.
- 32.4 A Transfer Notice may include a condition (a “**Total Transfer Condition**”) that, if all the Sale Shares (of whatever class) are not sold to Relevant Transferees (as defined in Article 32.10), then none shall be sold.
- 32.5 Subject to the directors being satisfied (and to that end the Transferor shall provide the directors with such evidence as they may reasonably require) that the

consideration stated in the Transfer Notice is a bona fide consideration (and not inflated for particular reasons) agreed between the Transferor and the proposed transferee at arms' length and in good faith and that sufficient funds are available to the proposed transferee to pay the consideration, such consideration shall be the "**Sale Price**" but if the Directors are not so satisfied as to the value of the consideration or in the case of a deemed Transfer Notice, the Sale Price shall be the Fair Price.

- 32.6 The Company may, if permitted by law and subject to all relevant approvals being obtained, purchase any Sale Shares at the Sale Price by notice in writing (the "**Buy Back Notice**") served on the Transferor, such Buy Back Notice being given within the period of 20 Business Days following the date of receipt of the Transfer Notice (or, if later, the date on which the Fair Price of the Sale Shares is determined) (the "**Buy Back Period**").
- 32.7 The Buy Back Notice shall state the number of the Sale Shares agreed to be purchased by the Company and shall specify a place and time and date at which the sale and purchase shall be completed. Upon the giving by the Company of any such Buy Back Notice the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 32.8 If the Company has not served a Buy Back Notice to purchase all of the Sale Shares prior to the expiry of the Buy Back Period, the Sale Shares not being the subject of a Buy Back Notice (if any) shall be offered in writing by the Company for sale at the Sale Price to the Shareholders (other than any Shareholder who has served a current Transfer Notice). Any offer required to be made by the Company pursuant to this Article 32.8 shall be made not later than 5 Business Days following the expiry of the Buy Back Period and shall state that such offer shall remain open for acceptance for a period of 10 Business Days following the date on which it is made (the "**Offer Period**"), failing which it will lapse. If, at the end of the Offer Period, acceptances are received in respect of an aggregate number of Shares equal to or in excess of that offered, the Sale Shares shall be allocated amongst those Shareholders who have accepted the same in proportion to the number of Shares held by each accepting Shareholder provided that no accepting Shareholder shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this Article 32.8 shall continue to apply mutatis mutandis until all Shares which any such accepting Shareholder would but for this

proviso have acquired on the proportionate basis specified above have been allocated accordingly.

- 32.9 If a Transfer Notice shall contain a Total Transfer Condition then any such offer as is required to be made by the Company pursuant to Article 32.6 shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares shall become effective unless such condition is satisfied.
- 32.10 If the Company, pursuant to the provisions of Article 32.8, finds Shareholders or the Company ("**Relevant Transferees**") to purchase some (or, if the relevant Transfer Notice contains a Total Transfer Condition, all) of the Sale Shares, it shall as soon as practicable after so doing give notice in writing of that fact to the Transferor and the Relevant Transferees. Every such notice shall state the name and address of each of the Relevant Transferees and the number of the Sale Shares to be purchased by him and shall specify a place, time and date (not being less than three days nor more than seven days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice the Transferor shall be bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 32.11 If a Transferor (save only for reason that a Relevant Transferee does not duly pay the Sale Price) fails to duly transfer any Sale Shares to any Relevant Transferee pursuant to this Article 32, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the necessary transfer (including, without limitation of the generality of the foregoing, to execute and deliver any necessary stock transfer form or purchase contract in respect thereof) and the Company may receive the purchase money in trust for the Transferor and shall cause such Relevant Transferee to be registered as the holder of such Shares. The receipt by the Company of the purchase money shall be a good discharge to the Relevant Transferee (who shall not be bound to see to the application of that money) and after the Relevant Transferee has been registered in purported exercise of the powers referred to above the validity of the proceedings shall not be questioned by any person.
- 32.12 If the Company does not, pursuant to the provisions of Article 32.8, find Relevant Transferees willing to purchase some (or, if the relevant Transfer Notice contains a Total Transfer Condition, all) of the Sale Shares it shall, as soon as practicable

following the expiry of the Offer Period, give notice in writing of that fact to the Transferor and the Transferor shall, at any time thereafter up to the expiry of 40 Business Days from the date of such notice (subject as provided below), be entitled to transfer those Sale Shares not purchased by Relevant Transferees or all the Sale Shares (as the case may be) to any person at a price not being less than the Sale Price.

- 32.13 Any Share required to be transferred by a Transferor to a Relevant Transferee pursuant to this Article 32 shall be transferred free from any mortgage, charge, lien, option or other encumbrance and with the benefit of all rights and entitlements attaching to that Share on the date of the Transfer Notice and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Transferor shall be liable to account to the Relevant Transferee for the amount of that dividend (and the Relevant Transferee, when making payment for such Share, may set off such amount against the Sale Price payable).

### **33 TRANSMISSION OF SHARES**

- 33.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

- 33.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

33.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

33.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

- 33.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

**34 EXERCISE OF TRANSMITTEES' RIGHTS**

- 34.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 34.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 34.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

**35 TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

**36 COMPULSORY TRANSFERS**

- 36.1 If any member of the Company, being an employee becomes a Departing Employee:
- 36.1.1 the directors may, at any time after a Departing Employee ceases to be an employee, resolve that the Departing Employee is required to transfer all the Shares held by such Departing Employee or such lower number of the Shares held by such Departing Employee, which the directors in their absolute discretion may resolve, and shall give notice of such resolution to the relevant Departing Employee (Applicable Shares);
- 36.1.2 immediately following the passing of any resolution by the directors pursuant to Article 36.1.1, each such Departing Employee shall (unless he has already served a Transfer Notice) be deemed to have served a Transfer Notice pursuant to Article 32.2 in respect of all such Applicable Shares; and
- 36.1.3 notwithstanding any other provisions of these Articles, the Sale Price for each such Applicable Share subject to the Transfer Notice shall, where the shareholder is a Departing Employee be restricted to the lower of:

36.1.3.1 the aggregate nominal value of the Applicable Share; or

36.1.3.2 the Fair Price determined in accordance with Article 37.

- 36.2 Notwithstanding the provisions of Article 36.1.3, the directors may, by notice in writing served on the Departing Employee, direct that some higher (but not lower) Sale Price shall apply to any or all of the Applicable Shares subject to the Transfer Notice which would otherwise be subject to article 36.1.3.
- 36.3 Notwithstanding the provisions of Article 36.1, the directors may, by notice in writing served on the Departing Employee, direct that the Applicable Shares are to be transferred by way of gift to the Company pursuant to Section 659(1) of the Act. If such a notice is served the Departing Employee shall immediately execute the applicable stock transfer form and transfer by way of gift the Applicable Shares to the Company.
- 36.4 The Company may buy back the Applicable Shares, if permitted by law and subject to all relevant approvals being obtained, purchase any Applicable Shares at the relevant price by notice in writing (the **Buy Back Notice**) served on the Departing Employee, such Buy Back Notice being given within the period of 10 Business Days following the date of receipt of the Transfer Notice (or, if later, the date on which the Fair Price of the Sale Shares is determined) (the **Buy Back Period**).
- 36.5 The Buy Back Notice shall state the number of the Applicable Shares agreed to be purchased by the Company and shall specify a place, time and date at which the sale and purchase shall be completed upon the giving by the Company of any such Buy Back Notice. The Departing Employee shall be unconditionally bound (subject only to due payment of the applicable price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 36.6 In the absence of a Buy Back Notice being issued the provisions of Article 32.8 to 32.13 shall apply in respect to the Applicable Shares.
- 36.7 If any Departing Employee does not comply with the completion of the sale of his Applicable Shares pursuant this Article 36, he shall be deemed to have irrevocably appointed any director of the Company to be his agent and attorney to execute all necessary transfer(s) on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Applicable Shares, deliver such transfer(s) to the proposed holder. After the proposed holder (or its nominee) has

been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article 36.

36.8 If no Proposed Buyer is found and no current member wishes to purchase the Sale Shares, the Company will hold the Applicable Shares on trust until a transferee is found.

36.9 If any member of the Company is made bankrupt or proposes, or enters into, an individual voluntary arrangement or any other arrangement with his creditors or if a trustee, receiver, administrative receiver, administrator or liquidator or similar officer is appointed in respect of all or any part of the business or assets of that member, such member shall be automatically deemed to have served a Transfer Notice pursuant to Article 32.2 in respect of all such Applicable Shares. If a Transfer Notice is deemed to have been served pursuant to this Article 36.1, the Sale Price for such Applicable Shares shall be the subscription price paid by the relevant member for such Applicable Shares.

## **37 FAIR PRICE CALCULATION**

37.1 Where the Fair Price of any Shares is required to be calculated for the purposes of interpreting these Articles, it shall be determined by an independent accountant, who shall base their determination on the assumption that:

37.1.1 the Shares will be sold on an arms' length basis between a willing seller and a willing buyer;

37.1.2 the Company will continue to carry on its business as a going concern (so long as it is then doing so);

37.1.3 the Shares to be sold are capable of being transferred without restriction under these Articles or otherwise; and

37.1.4 the Shares to be sold are to be valued as a rateable proportion of the total value of all the issued Shares without taking into account whether the Shares comprise a majority or minority interest in the Company but taking account of the rights attaching to them and they may take into account other factors that they, in their absolute discretion, consider to be relevant to the value of relevant Shares.



- 37.2 The Independent accountant shall be requested to determine the Fair Price within 20 Business Days of their appointment and notify the Directors of their determination. The fees of the Independent accountant shall be borne by the Company.
- 37.3 The Independent accountant shall act as an expert and not as an arbitrator and their determination shall be final and binding in the absence of fraud or manifest error.
- 37.4 The Directors shall grant the Independent accountant access to all accounting records or other relevant documents of the Company, subject to any confidentiality provisions within those documents.

## **38 PROCEDURE FOR DECLARING DIVIDENDS**

- 38.1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 38.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 38.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 38.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 38.5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 38.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 38.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

## **39 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

39.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

39.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

39.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

39.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

39.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

39.2 In the articles, the distribution recipient means, in respect of a share in respect of which a dividend or other sum is payable:

39.2.1 the holder of the share; or

39.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

39.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

## **40 NO INTEREST ON DISTRIBUTIONS**

40.1 The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

40.1.1 the terms on which the share was issued, or

40.1.2 the provisions of another agreement between the holder of that share and the company.

## **41 UNCLAIMED DISTRIBUTIONS**

41.1 All dividends or other sums which are:

41.1.1 payable in respect of shares, and

41.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

41.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.

41.3 If:

41.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

41.3.2 the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

## **42 NON-CASH DISTRIBUTIONS**

42.1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

42.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

42.2.1 fixing the value of any assets;

42.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

42.2.3 vesting any assets in trustees.

#### **43 WAIVER OF DISTRIBUTIONS**

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if:

- a. the share has more than one holder, or
- b. more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

#### **44 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

44.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:

44.1.1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

44.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

44.2 Capitalised sums must be applied:

44.2.1 on behalf of the persons entitled, and

44.2.2 in the same proportions as a dividend would have been distributed to them.

44.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

44.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.

44.5 Subject to the articles the directors may:

44.5.1 apply capitalised sums in accordance with articles 44.3 and 44.4 partly in one way and partly in another;

44.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and

44.5.3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

#### **45 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

45.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

45.2 A person is able to exercise the right to vote at a general meeting when:

45.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

45.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

45.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

45.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

- 45.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **46 QUORUM FOR GENERAL MEETINGS**

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

#### **47 CHAIRING GENERAL MEETINGS**

- 47.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

- 47.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

47.2.1 the directors present, or

47.2.2 (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 47.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

#### **48 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

- 48.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

- 48.2 The chairman of the meeting may permit other persons who are not:

48.2.1 shareholders of the company, or

48.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

## **49 ADJOURNMENT**

49.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

49.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

49.2.1 the meeting consents to an adjournment, or

49.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

49.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

49.4 When adjourning a general meeting, the chairman of the meeting must:

49.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

49.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

49.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

49.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and

49.5.2 containing the same information which such notice is required to contain.

- 49.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

**50 VOTING: GENERAL**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

**51 ERRORS AND DISPUTES**

- 51.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

- 51.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

**52 POLL VOTES**

- 52.1 A poll on a resolution may be demanded—

52.1.1 in advance of the general meeting where it is to be put to the vote, or

52.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 52.2 A poll may be demanded by:

52.2.1 the chairman of the meeting;

52.2.2 the directors;

52.2.3 two or more persons having the right to vote on the resolution; or

52.2.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

- 52.3 A demand for a poll may be withdrawn if:



52.3.1 the poll has not yet been taken, and

52.3.2 the chairman of the meeting consents to the withdrawal.

52.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **53 CONTENT OF PROXY NOTICES**

53.1 Proxies may only validly be appointed by a notice in writing (a proxy notice) which:

53.1.1 states the name and address of the shareholder appointing the proxy;

53.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

53.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

53.1.4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

53.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

53.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

53.4 Unless a proxy notice indicates otherwise, it must be treated as:

53.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

53.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **54 DELIVERY OF PROXY NOTICES**

54.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any

adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

54.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

54.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

54.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **55 AMENDMENTS TO RESOLUTIONS**

55.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

55.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

55.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

55.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

55.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

55.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

55.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

**56 MEANS OF COMMUNICATION TO BE USED**

- 56.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 56.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 56.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

**57 COMPANY SEALS**

- 57.1 Any common seal may only be used by the authority of the directors.
- 57.2 The directors may decide by what means and in what form any common seal is to be used.
- 57.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 57.4 For the purposes of this article, an authorised person is:
- 57.4.1 any director of the company;
  - 57.4.2 the company secretary (if any); or
  - 57.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

**58 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

## **59 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

## **60 INDEMNITY**

60.1 Subject to article 60.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against:

60.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

60.1.2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

60.1.3 any other liability incurred by that director as an officer of the company or an associated company.

60.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

60.3 In this article:

60.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

60.3.2 a "relevant director" means any director or former director of the company or an associated company.

## **61 INSURANCE**

61.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

61.2 In this article:

- 61.2.1 a "relevant director" means any director or former director of the company or an associated company,
- 61.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- 61.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.