

BUCKTHORN ONLINE LIMITED (COMPANY NO. 12724672)

(THE "COMPANY")

WRITTEN RESOLUTION OF THE SOLE SHAREHOLDER

CIRCULATION DATE: 28 January 2021

A COPY OF THESE RESOLUTIONS SHOULD BE SENT TO THE COMPANY'S AUDITORS IN ACCORDANCE WITH SECTION 502 OF THE COMPANIES ACT 2006

The undersigned, being the sole "eligible member" of the Company (as defined in Section 289 of the Companies Act 2006) who, at the Circulation Date, is entitled to receive notice of and to attend and vote at general meetings of the Company, hereby RESOLVES in accordance with Chapter 2 of Part 13 of the Companies Act 2006, to pass the following resolutions as special resolutions:

1. THAT the Articles of Association of the company be amended by the deletion of Article 11.2 and addition of the following new Article 11.2:

"The quorum for directors' meetings may be fixed from time to time and shall be at least two. Notwithstanding the previous sentence, whenever there is only one director appointed, a sole director shall form a quorum."

2. THAT the Articles of Association of the Company be amended by the deletion of Article 14 and the insertion of the following new Article 14:

"14.1 A Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose to the Board:

- a) if the monetary value of the Director's interest is quantifiable, the nature and monetary value of that interest; or
- b) if the monetary value of the Director's interest is not quantifiable, the nature and extent of that interest.

14.2 Article 14.1 does not apply if:

- a) the transaction or proposed transaction is between the Director and the Company; and
- b) the transaction or proposed transaction is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.

14.3 A general disclosure to the Board to the effect that a Director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party is sufficient disclosure of interest in relation to that transaction.

14.4 Nothing in Articles 14.1, 14.2 or 14.3 applies in relation to:

- a) remuneration or other benefit given to a Director;

- b) insurance purchased or maintained for a Director in accordance with Section 233 of the Companies Act 2006; or
- c) qualifying third party indemnity provision provided for a Director in accordance with Section 234 of the Companies Act 2006.

14.5 A Director who is interested in a transaction entered into, or to be entered into, by the Company, may:

- a) vote on a matter relating to the transaction;
- b) attend a meeting of Directors at which a matter relating to the transaction arises and be included among the Directors present at the meeting for the purpose of a quorum;
- c) sign a document relating to the transaction on behalf of the Company; and
- d) do any other thing in his capacity as a Director in relation to the transaction;

as if the Director was not interested in the transaction.

14.6 Subject to Article 14.7, a Director is interested in a transaction to which the Company is a party if the director:

- a) is a party to, or may derive a material benefit from, the transaction;
- b) has a material financial interest in another party to the transaction;
- c) is a director, officer, employee or member of another party (other than a party which is an associated company) who may derive a material financial benefit from the transaction;
- d) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or
- e) is otherwise directly or indirectly materially interested in the transaction.

14.7 A Director is not interested in a transaction to which the Company is a party if the transaction comprises only the giving by the Company of security to a third party which has no connection with the Director, at the request of the third party, in respect of a debt or obligation of the Company for which the Director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.

14.8 A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office or otherwise as the Directors may determine.

14.9 Subject to due disclosure in accordance with Article 14, no Director or intending Director shall be disqualified by his office from contracting with the Company as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested render

the Director liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

14.10 Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

14.11 Any Director may continue to be or become a director, managing director, manager or other officer or member of any company in which the Company may be interested and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a Director, managing director, manager or other officer or member of any such other company.”

3. THAT the Articles of Association of the Company be amended by the addition of the following new Article 30 (and all subsequent Articles and cross references shall be renumbered accordingly):

“PRE-EMPTION RIGHTS

Notwithstanding anything contained in these Articles, any pre-emption rights conferred on existing shareholders by these Articles or otherwise shall not apply to any transfer of shares in the Company which have been charged by way of security to a Security Institution (as defined below) whether the relevant transfer is to the Security Institution or to its nominee or to any other person on the enforcement by the Security Institution of its security in accordance with the terms of such security, and no shareholder shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or not.”

4. THAT the Articles of Association of the Company be amended by the addition of the following new Article 26.6:

“Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares in the Company, nor may they suspend registration of any such shares, where such transfer:

- a) is to (i) any bank, institution or person (a “Security Institution”) to whom such shares have been charged by way of security or to any nominee of any such person or (ii) a purchaser of such shares following enforcement of the security; or
- b) is delivered to the Company for registration by (i) a Security Institution or its nominee in order to perfect its security over the shares or (ii) a purchaser of such shares following enforcement of the security (whether or not such transfer is executed by a Security Institution or its nominee pursuant to a power of attorney or the power of sale or other power under such security) or (iii) a receiver or manager appointed by or on behalf of a Security Institution or its nominee.”

5. THAT the Articles of Association of the Company be amended by the addition of the following new Article 31 (and all subsequent Articles and cross references shall be renumbered accordingly):

“COMPANY LIEN OVER SHARES

Notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien in respect of any shares of the Company which have been charged by way of security to a Security Institution and the provisions of the Articles relating to liens over shares shall not apply in respect of any such shares.”

6. THAT these resolutions shall have effect notwithstanding any provision of the Company's Articles of Association.

Signed by the sole Shareholder of the Company.



Signed:

ASHLEY THOMPSON

for and on behalf of

AT GLOBAL HOLDINGS LIMITED

Date: 28 January 2021

NOTE

Unless sufficient agreement has been received within the period of 28 days beginning with the Circulation Date, these resolutions will lapse. If you agree to these resolutions, please indicate your agreement by signing this document where indicated above and return it to the Company within that period.