

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12998288**

The Registrar of Companies for England and Wales, hereby certifies that

**FIGR BRANDS EUROPE LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **5th November 2020**



\* N12998288Y \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



*Received for filing in Electronic Format on the: 04/11/2020*

*X9H531FK*

*Company Name in full:* **FIGR BRANDS EUROPE LIMITED**

*Company Type:* **Private company limited by shares**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **1 LONDON ROAD  
SOUTHAMPTON  
ENGLAND SO15 2AE**

*Sic Codes:* **46390**

## ***Proposed Officers***

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### ***Company Director***      ***1***

***Type:***                      **Person**

***Full Forename(s):***        **MR PAUL**

***Surname:***                **THORNTON**

***Former Names:***

***Service Address:***        **recorded as Company's registered office**

***Country/State Usually***    **ENGLAND**

***Resident:***

***Date of Birth:***    **\*\*/10/1974**                      ***Nationality:***    **BRITISH**

***Occupation:***    **DIRECTOR**

***The subscribers confirm that the person named has consented to act as a director.***

## *Company Director*      2

*Type:*                                      **Person**

*Full Forename(s):*                      **MR ANTONY VINCENT**

*Surname:*                                **SCANLAN**

*Former Names:*

*Service Address:*                      **recorded as Company's registered office**

*Country/State Usually  
Resident:*                                **ENGLAND**

*Date of Birth:*    **\*\*/12/1957**                                      *Nationality:*    **BRITISH**

*Occupation:*    **MANAGER**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Statement of Capital (Share Capital)***

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<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>100</b>
<i>Currency:</i>	<b>GBP</b>	<i>Aggregate nominal value:</i>	<b>1</b>
<i>Prescribed particulars</i>			

### **FULL RIGHTS REGARDING VOTING, PAYMENT OF DIVIDENDS AND DISTRIBUTIONS**

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#### **Statement of Capital (Totals)**

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<i>Currency:</i>	<b>GBP</b>	<i>Total number of shares:</i>	<b>100</b>
		<i>Total aggregate nominal value:</i>	<b>1</b>
		<i>Total aggregate unpaid:</i>	<b>0</b>

## ***Initial Shareholdings***

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<i>Name:</i>	<b>FIGR BRANDS INTERNATIONAL LIMITED</b>	<i>Class of Shares:</i>	<b>ORDINARY</b>
<i>Address</i>	<b>RIVERSIDE TWO SIR JOHN ROGERSON'S QUAY DUBLIN IRELAND D02</b>	<i>Number of shares:</i>	<b>100</b>
		<i>Currency:</i>	<b>GBP</b>
		<i>Nominal value of each share:</i>	<b>0.01</b>
		<i>Amount unpaid:</i>	<b>0</b>
		<i>Amount paid:</i>	<b>0.01</b>

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## ***Relevant Legal Entity (RLE) details***

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***Company Name:*** ALLIANCE ONE INTERNATIONAL HOLDINGS, LTD.

***Service Address:*** BUILDING A RIVERSIDE WAY  
CAMBERLEY  
ENGLAND  
GU15 3YL

***Legal Form:*** PRIVATE COMPANY LIMITED BY SHARES

***Governing Law:*** COMPANIES ACT 2006

***Register Location:*** UK REGISTER OF COMPANIES

***Country/State:*** UNITED KINGDOM

***Registration Number:*** 11476169



***Nature of control***

**The relevant legal entity has the right to exercise, or actually exercises, significant influence or control over the company.**

## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*Name:* **FIGR BRANDS INTERNATIONAL LIMITED**  
*Authenticated* **YES**

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## ***Authorisation***

*Authoriser Designation:* **subscriber** *Authenticated* **YES**

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## **COMPANY HAVING A SHARE CAPITAL**

### **Memorandum of Association of FIGR BRANDS EUROPE LIMITED**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

<b>Name of each subscriber</b>	<b>Authentication</b>
FIGR BRANDS INTERNATIONAL LIMITED	Authenticated Electronically

Dated: 04/11/2020

# THE COMPANIES ACT 2006

## PRIVATE COMPANY LIMITED BY SHARES

### ARTICLES OF ASSOCIATION

of

#### FIGR BRANDS EUROPE LIMITED

#### 1 INTERPRETATION

In these articles, unless the context otherwise requires, the following definitions and rules of interpretation shall apply:

- 1.1 **"the Act"** means the Companies Act 2006;
- 1.2 **"appointer"** shall have the meaning given in article 11.1;
- 1.3 **"articles"** means the company's articles of association for the time being in force;
- 1.4 **"business day"** means any day other than a Saturday, Sunday or public holiday in England and Wales;
- 1.5 **"conflict"** shall have the meaning given in article 7.1;
- 1.6 **"eligible director"** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
- 1.7 **"fair value"** means the fair value of any sale shares as determined in accordance with article 17.3;
- 1.8 **"model articles"** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these articles;
- 1.9 **"relevant officer"** means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by Section 235(6) of the Act));
- 1.10 **"subsidiary"** and **"holding company"** shall be as defined in Section 1159 of the Act;
- 1.11 **"transfer notice"** means an irrevocable notice in writing given by any shareholder to the other shareholders where the first shareholder desires, or is required by these articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares. Where such notice is deemed to have been served it shall be referred to as a **"deemed transfer notice"**;
- 1.12 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the model articles shall have the same meanings in these articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these articles;
- 1.13 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles;
- 1.14 A reference in these articles to an **"article"** is a reference to the relevant article of these articles unless expressly provided otherwise;

1.15 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.15.1 any subordinate legislation from time to time made under it; and

1.15.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; and

1.16 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2 MODEL ARTICLES**

2.1 The model articles shall apply to the company, except in so far as they are modified or excluded by these Articles or are inconsistent with these articles.

2.2 Articles 9(1) and (3), 11(2) and (3), 13, 14(1) (2) (3) and (4), 17, 19, 52 and 53 of the model articles shall not apply to the company.

2.3 Article 7 of the model articles shall be amended by:

2.3.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and

2.3.2 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

2.4 Article 20 of the model articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

2.5 Article 27(3) of the model articles shall be amended by the insertion of the words ", subject to article 11," after the word "But".

2.6 Article 29 of the model articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

## **3 CALLING A DIRECTORS' MEETING**

3.1 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.

3.2 Notice of a directors' meeting shall be given to each director but need not be in writing.

## **4 QUORUM FOR A DIRECTORS' MEETING**

4.1 Subject to articles 4.2 and 4.4, the quorum for the transaction of business at a meeting of directors is any two eligible directors.

4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

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

4.3.1 to appoint further directors; or

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

4.4 In the event that the company has only one director or one director eligible to vote, then that director shall form a quorum for the transaction of business at that meeting.

## **5 CHAIRMAN'S CASTING VOTE**

5.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.

## **6 DIRECTORS' TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

Subject to Sections 177(5) and 177(6) and Sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company:

- 6.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- 6.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 6.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 6.4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 6.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- 6.6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in Section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under Section 176 of the Act.

## **7 DIRECTORS' CONFLICTS OF INTEREST**

- 7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under Section 175 of the Act to avoid conflicts of interest ("**conflict**").
- 7.2 Any authorisation under this article will be effective only if:
  - 7.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;
  - 7.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
  - 7.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.
- 7.3 Any authorisation of a conflict under this article may (whether at the time of giving the authorisation or subsequently):
  - 7.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
  - 7.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
  - 7.3.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

- 7.4 In authorising a conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:
- 7.4.1 disclose such information to the directors or to any director or other officer or employee of the company; or
  - 7.4.2 use or apply any such information in performing his duties as a director,
  - 7.4.3 where to do so would amount to a breach of that confidence.
- 7.5 Where the directors authorise a conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:
- 7.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict;
  - 7.5.2 is not given any documents or other information relating to the conflict; and
  - 7.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict.
- 7.6 Where the directors authorise a conflict:
- 7.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the conflict; and
  - 7.6.2 the director will not infringe any duty he owes to the company by virtue of Sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 7.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **8 DIRECTORS' RECORDS**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **9 NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

## **10 APPOINTMENT AND REMOVAL OF DIRECTORS**

- 10.1 The immediate holding company (if any) for the time being of the Company may appoint any person to be a director or remove any director from office. Every such appointment or removal shall be in writing and signed by or on behalf of the said holding company and shall take effect upon receipt at the registered office of the Company or by the Secretary.
- 10.2 The directors shall have power to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors, subject to any maximum for the time being in force, and any director so appointed shall (subject to article 18 of the model articles) hold office until he is removed pursuant to article 10.1.

- 10.3 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director and such appointment shall take effect upon delivery.
- 10.4 In the event that the Company has no holding company 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 by ordinary resolution.
- 11 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**
- 11.1 Any director ("**appointer**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 11.1.1 exercise that director's powers; and
- 11.1.2 carry out that director's responsibilities,  
in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 11.2 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.
- 11.3 The notice must:
- 11.3.1 identify the proposed alternate; and
- 11.3.2 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.
- 12 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**
- 12.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 12.2 Except as the articles specify otherwise, alternate directors:
- 12.2.1 are deemed for all purposes to be directors;
- 12.2.2 are liable for their own acts and omissions;
- 12.2.3 are subject to the same restrictions as their appointors; and
- 12.2.4 are not deemed to be agents of or for their appointors
- 12.3 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.
- 12.4 A person who is an alternate director but not a director:
- 12.4.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
- 12.4.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
- 12.4.3 shall not be counted as more than one director for the purposes of articles 12.4.1 and 12.4.2.
- 12.5 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his 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).



- 12.6 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor.

### 13 **TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate terminates:

- 13.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- 13.2 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;
- 13.3 on the death of the alternate's appointor; or
- 13.4 when the alternate's appointor's appointment as a director terminates.

### 14 **SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

### 15 **FURTHER ISSUE OF SHARES: AUTHORITY**

- 15.1 Save to the extent authorised from time to time by a resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the company.

### 16 **SHARE TRANSFERS**

- 16.1 The immediate holding company (if any) for the time being of the company may at any time transfer all or any shares to any person and the provisions of article 26(5) of the model articles shall not apply to such transfer.

### 17 **SHARE TRANSFERS - PRE-EMPTION**

- 17.1 Save for any transfer made in accordance with article 16, a shareholder wishing to transfer or otherwise dispose of any legal or beneficial interest in his shares ("**seller**") shall be subject to the following restrictions for as long as the company has an immediate holding company.
- 17.2 The seller must give a transfer notice in respect of all (but not some) of his shares to the company and to the immediate holding company. The transfer notice shall be in respect of only one class of share and shall specify the number and class of shares which the seller wishes to sell ("**sale shares**"). The transfer notice shall constitute the appointment of the company as the seller's agent for the sale of the sale shares in accordance with this article 17. A transfer notice shall not be withdrawn without the consent of the directors.
- 17.3 The sale price for the sale shares shall be agreed between the seller and the directors or, failing agreement, the price certified (upon request by the company or the holding company) by the auditors/accountants for the time being of the company or by such independent accountants as the holding company may decide. The price certified shall be the fair value of the sale shares at the date of the transfer notice on a going concern basis, assuming a willing seller and a willing buyer and disregarding any restrictions on transfer, and in so certifying, the auditors/accountants shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on the seller and the relevant transferees and their fees shall be paid by the seller and the company equally unless otherwise agreed in writing between them.
- 17.4 Within 14 days of receipt of a transfer notice or deemed transfer notice (or within 7 days after the ascertainment of the sale price, if later) the company shall offer the sale shares to the immediate holding company. The offer shall be in writing, shall be open for acceptance for a

period of 20 business days from the date of the offer ("**offer period**") and shall give details of the number and sale price of the relevant sale shares.

- 17.5 The holding company may at any time before the expiration of the offer period to nominate a third party or parties ("**nominee purchasers**") to purchase some or all of the sale shares at the sale price.
- 17.6 If the company shall, during the offer period find shareholder and/or nominee purchasers willing to purchase all of the sale shares at the sale price, the directors shall give written notice to the seller of the name and address of each purchaser and the number of sale shares to be purchased by him. Upon receipt of such notice, the seller shall be bound, upon payment of the sale price, to transfer the sale shares to the relevant purchaser(s).
- 17.7 Completion of the sale and purchase of the sale shares shall be completed at a place and time (being, subject to article 17.8, not less than 7 nor more than 14 days after the expiration of the offer period) to be appointed by the directors.
- 17.8 If the company or holding company shall fail to find purchasers or nominee purchasers to buy some or all of the sale shares within the offer period the holding company may agree that, subject to due compliance with the relative provisions of the Act, the company may purchase all or any number of the sale shares at the sale price and shall serve the transferor with written notice of its intention to do so within not more than 7 days after expiration of the offer period or periods, whereupon the sales and purchases of the transfer shares or any of them pursuant to the provisions of this article may be deferred for a reasonable period so as to enable the company to comply with the relative provisions of the Act in connection with its purchase.
- 17.9 The seller shall not be bound to sell any sale shares unless all the sale shares are sold.
- 17.10 If the seller shall fail to transfer any share which he has become bound to transfer, the directors may authorise some person to execute on his behalf a transfer of the shares to (as applicable) the purchaser, the nominee purchaser or the company and may receive the purchase money and shall register the relevant purchaser as the holder of the share and issue to him a certificate for the same (whereupon such purchaser shall become indefeasibly entitled to such share) or cancel the share. The seller shall be bound to deliver to the company his certificate for such shares and the company shall, on delivery of the certificate, pay to the seller the purchase money, without interest, and shall issue to him a certificate for the balance of any shares comprised in the certificate so delivered which the seller has not become bound to transfer.
- 17.11 Any obligation to transfer shares under this article 17 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such shares free from any lien, charge, encumbrance or other third party rights such as options.

## 18 **OBLIGATORY SHARE TRANSFERS**

- 18.1 Upon a transmittee becoming entitled to shares in consequence of the death or bankruptcy of a shareholder, the transmittee shall be regarded as giving a deemed transfer notice in relation to such share at such time as the directors determine and the provisions of article 17 shall apply to such shares.
- 18.2 If a company that is a shareholder resolves to appoint a liquidator, administrator or administrative receiver over it (or a material part of its business), that shareholder shall be regarded as giving a deemed transfer notice in respect of all shares held by it at such time as the directors determine and the provisions of article 17 shall apply to such shares.
- 18.3 If a shareholder also being an employee or director of the company shall cease such role(s) for any reason then he and every persons who have received their shares pursuant to article 19 shall be bound forthwith to give to the company a transfer notice of all the shares registered in his/their name(s) and in default of such transfer notice being given within one month of such cessation then he/they shall be deemed to have given such notice at the

expiration of the said period of one month. All the provisions of Article 20 shall apply to a notice given pursuant to this article.

## 19 PROXIES

- 19.1 Article 45(1)(d) of the model articles shall be deleted and replaced with the words "is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 19.2 Article 45(1) of the model articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

## 20 COMMUNICATIONS

- 20.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 20.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or three business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least three business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - 20.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 20.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - 20.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 20.2 For the purposes of this article, no account shall be taken of any part of a day that is not a working day.
- 20.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

## 21 INDEMNITY

- 21.1 Subject to article 21.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 21.1.1 each relevant officer may be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
    - 21.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for

negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and

- 21.1.2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 21.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 21.2 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.
- 21.3 In this article companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.