

**THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES**

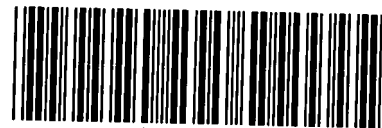
**ARTICLES OF ASSOCIATION
of
108 MEDIA LTD**

(adopted by a special resolution passed on

1 June

2022)

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COMPANIES HOUSE

Company No: 13176136

The Companies Act 2006

(the Act)

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF**

108 MEDIA LTD

(the Company)

1 Preliminary

- 1.2 The model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 (the Model Articles and each article thereof being a Model Article) shall, except to the extent that they are excluded or modified by these Articles, apply to the Company and, together with these articles, shall constitute the articles of association of the Company (the Articles).
- 1.3 Other than the Model Articles, no regulations or articles set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the Company.

2 Interpretation

- 2.1 In these Articles, the following words and expressions shall have the meanings set out below:

Act	means the Companies Act 2006;
Board	means the board of Directors as constituted from time to time;
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London;
Directors	means the directors for the time being of the Company;
Share	means any share of any class in the capital of the Company from time to time and the phrase Shares shall be construed accordingly;
Shareholders	means all of those persons for the time being registered as the holders of any Shares in the Company's register of members and the term Shareholder shall be construed accordingly; and
transmittee	means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.

2.2 In addition to the words and expressions defined in Article 2.1, any words and expressions which are defined in any provisions of these Articles and highlighted in bold type shall have the meanings attributed to them throughout these Articles, wherever appearing.

2.3 In these Articles, unless otherwise specified, references to:

- (a) any statute or statutory provision are to that statute or statutory provision as from time to time amended, extended, consolidated or re-enacted and any subordinate legislation made under it;
- (b) a corporation shall include any company, partnership, limited partnership, limited liability partnership, government body or organisation, credit institution, financial institution and any other body corporate, corporation or firm of any nature whatsoever and wherever incorporated (and for these purposes words and phrases defined in section 1173 of the Companies Act 2006 shall have the same meaning in these Articles);
- (c) a person includes any individual, company, firm, corporation, partnership, joint venture, association, institution or government (whether or not having a separate legal personality);
- (d) a member shall be interpreted as a reference to a Shareholder; and
- (e) one gender include all genders and references to the singular include the plural and vice versa.

3. Appointment and Removal of Directors

3.1 The Board shall comprise of at least one Director but there shall be no maximum number of Directors who may hold office at any time.

3.2 Any Shareholder who for the time being holds more than 50% in number of the total aggregate number of all issued Shares shall have the right to appoint any person to act as a Director and to remove any person so appointed by them from their office as a Director and to replace them with another person of their choice.

3.3 The appointment or removal of any Director pursuant to Article 3.2 shall be effected by the Shareholder who wishes to make the relevant appointment or removal serving written notice of the relevant appointment or removal on the Company at its registered office and shall take effect upon such notice being received at the registered office of the Company or otherwise communicated to the registered office of the Company or being handed or otherwise communicated to the chairman of a meeting of the Directors at which a quorum is present.

3.4 The Board may at any time appoint any person to act as a Director, whether to replace any existing Director or to act as an additional Director.

3.5 A Director shall immediately cease to be a Director if:

- (a) he or she ceases to be a Director by virtue of any provision of the Act or he or she becomes prohibited by law from being a Director; or
- (b) he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

- (c) a registered medical practitioner who is treating that Director gives a written opinion to the Company stating that such Director has become physically or mentally incapable of acting as a Director and may remain so for more than three months and all of the other Directors resolve that such Director should be removed from the Board; or
- (d) by reason of that Director's mental health, a court makes an order which wholly or partly prevents that Director from physically exercising any powers or rights which that Director would otherwise have; or
- (e) he or she resigns his or her office by notice to the Company and such resignation has taken effect in accordance with its terms; or
- (f) he or she is removed from office pursuant to Articles 3.2 and 3.3; or
- (g) any Shareholder who holds more than 50% in number of the Company's issued Shares serves written notice on the Company at its registered office requiring that such person cease to act as a Director (in which case the person concerned shall cease to act as a Director upon receipt by the Company of such notice at its registered office); or
- (h) he or she is removed from office by a resolution duly passed under section 168 of the Act; or
- (i) the Board resolves that such person's appointment as a Director should be terminated, provided that the Board may not resolve to terminate the appointment of a Director pursuant to this Article 3.5(i) without the prior written approval of any Shareholder who holds more than 50% in number of the Company's issued Shares.

3.6 There shall be no requirement for the Company to have a company secretary.

4. Calling and Conduct of Board Meetings

- 4.1 Any Director may call a meeting of the Directors by giving notice of that meeting to each of the other Directors.
- 4.2 Wherever practicable, at least 5 Business Days' notice of each meeting of the Directors shall be given to each Director, or where circumstances require, a shorter period of notice may be given where such shorter period is agreed by all Directors, such notice to be sent to each Director at the address and/or e-mail address from time to time notified to the Company for such purpose. Notice of a meeting of the Directors shall be accompanied by a written agenda, specifying in reasonable detail the matters to be discussed at that meeting and accompanied by copies of all documents to be discussed at that meeting.
- 4.3 Every Director shall receive reasonable notice of meetings of Directors, whether or not he or she is absent from the United Kingdom. A Director may, by written notice to the Company, waive his or her right to receive notice of a meeting of the Directors, either prospectively or retrospectively, and the presence of a Director at the start of a meeting shall constitute such a waiver and the words "not more than 7 days after the date on which the meeting is held" contained in Model Article 9(4) shall not apply to the Company. Subject to Article 4.5, the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Director entitled to receive notice shall not invalidate the proceedings at that meeting.
- 4.4 If and for so long as there is only one Director of the Company:

- (a) he or she may exercise all the powers conferred on the Directors by the Articles by any means permitted by these Articles or the Act and may make decisions on behalf of the Company which shall be treated as having been at a duly convened and quorate meeting of the Directors;
 - (b) all other provisions of these Articles shall apply with any necessary modification (unless the provision expressly provides otherwise).
- 4.5 Model Article 11 shall not apply. No business shall be transacted at any meeting of the Directors unless a quorum is present. Subject to Articles 4.4 and 4.6, 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 (unless there is only one director in office for the time being, in which case the sole director shall form a quorum).
- 4.6 If within 30 minutes of the time appointed for a meeting of the Directors, the meeting is not quorate, it shall be adjourned for the consideration of the same business until the same time on the same day at the same place the next following week. If at the adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting or during the meeting ceases to be present, any Director(s) present at the meeting shall constitute a quorum.
- 4.7 Resolutions proposed at meetings of the Directors shall be decided on the basis of a majority of votes cast. Each Director shall be entitled to cast one vote on resolutions proposed at such meetings.
- 4.8 The Directors shall by majority vote between them appoint one Director to act as the chairman of the Board, but if such person is absent or not present within fifteen minutes after the time appointed for the holding of any Board meeting, any Directors present shall by majority vote amongst themselves elect one of their number to be chairman of that meeting and, if there is only one Director present and willing to act, he shall be chairman. In the case of an equality of votes at any Board meeting, the chairman shall not be entitled to a second or casting vote in addition to any other vote he or she may have.
- 4.9 A resolution which has been signed, executed or otherwise approved in writing or by email by all of the Directors for the time being entitled to receive notice of a meeting of the Directors or of a committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) at a committee of the Directors duly convened and held. For this purpose and without prejudice to the generality of the foregoing:
 - (a) a resolution shall be treated as passed by means of any written document or instrument signed by all of the Directors or where it is contained in any email or other electronic communication which all of the Directors confirm their approval of; and
 - (b) a resolution may consist of several documents or instruments or several emails or other electronic communications, each signed, sent, executed or approved by one or more Directors, or a combination of the foregoing.
- 4.10 A Director may validly participate in a meeting of the Directors or a committee of Directors by conference telephone, video conference and/or any other form(s) of communication equipment (whether in use when these Articles are adopted or not) if all persons participating in the meeting are able to communicate with each other throughout the meeting. A person participating in this way shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the Directors or a committee of Directors shall for the purposes of these Articles be deemed to be validly and effectively transacted at a meeting of the Directors or of a committee of Directors even though fewer than two Directors are physically present at the same place. The meeting shall be deemed

to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

5. Directors' Interests and Conflicts of Interest

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

- (a) 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;
- (b) shall be eligible to participate in making decisions for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to attend and vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) 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
- (e) shall not, save as he or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him or her) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.

5.2 The Directors may, in accordance with the requirements set out in this Article 5, authorise any matter 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).

5.3 Any authorisation under this Article 5 will be effective only if:

- (a) 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;
- (b) 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
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted;

provided that if only one Director remains who would be capable of voting on any matter that requires authorisation or approval pursuant to this Article 5 then that Director alone may consider and approve such matter on behalf of the Board and any authorisations or approvals so given shall

be treated for all purposes as if given or made at a duly convened and held quorate meeting of the Board.

5.4 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
- (c) be terminated or varied by the Directors at any time.

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

5.5 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:

- (a) disclose such information to the Directors or to any Director or other officer or employee of the Company; or
- (b) use or apply any such information in performing his duties as a Director,

where (in either case) to do so would amount to a breach of that confidence.

5.6 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Director:

- (a) is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and/or
- (c) 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.

5.7 Where the Directors authorise a Conflict:

- (a) the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
- (b) 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.

5.8 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.

- 5.9 An interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his. An interest which cannot reasonably be regarded as likely to give rise to a conflict of interest shall not be treated as an interest of a Director.

- 5.10 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. 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.

6. Alternate Directors

No Director shall be entitled to appoint an alternate director to attend meetings of the Directors in his or her place.

7. Share Capital and Rights

- 7.1 Subject to complying with any applicable provisions of the Act and any other applicable legislation, the Company may:

(a) purchase any of its own Shares at any price (whether above or below the nominal value of the Shares concerned) and make a payment in respect of such purchase of its own Shares (including by way of a purchase otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares) and may enter into or vary any contract for such purchase. All Shares so purchased shall be cancelled immediately upon completion of the purchase. Notwithstanding anything to the contrary contained in these Articles, the rights and privileges attaching to any class of Shares shall be deemed not to be modified or abrogated by anything done by the Company in pursuance of this Article; and/or

(b) reduce its share capital in any way.

- 7.2 An increase in the share capital of the Company by the creation of Shares ranking equally with any existing share capital of the Company and/or the creation of any new class of Shares and/or the disapplication of any statutory rights of pre-emption in relation to the allotment of any Shares and/or the purchase, acquisition or redemption by the Company of any Shares shall not, each of itself, be a variation of the rights attaching to the share capital of the Company.

8. Voting Rights

Each Shareholder shall be entitled, by virtue of their holding of any Shares, to receive notice of, attend, speak and vote at general meetings of the Company and, on a poll or on a show of hands, each Shareholder who is present at a general meeting in person, by proxy or by a duly authorised corporate representative shall be entitled to cast one vote for each Share held by them.

9. Dividends and other Distributions

9.1 The Directors may at any time declare and pay interim or final dividends or make other distributions and any such dividends or other distributions shall be shared between the holders of Shares on a pro rata basis based on the number of Shares that are held by them at the time any such dividend or distribution is declared.

9.2 Any dividends or other distributions of the Company may be made in cash, in specie or in kind.

10. Returns of Capital and Liquidation

10.1 If the Company is wound up then if following the payment or discharge of its liabilities there remain any surplus assets which are available for distribution to the Shareholders then those surplus assets shall be distributed amongst the Shareholders on a pro rata basis based on the number of Shares that are held by them.

10.2 A liquidator may, with the approval of the holders of 75% or more of the Shares:

- (a) dispense with the realisation of the whole of, or any part of, the assets of the Company which are not required to discharge any liabilities of the Company and may divide such assets amongst the holders of Shares in specie or kind and may for such purpose set such value thereon as the liquidator shall think fit;
- (b) vest the whole or any part of the assets of the Company in trustees upon such trusts for the benefit of the holders of Shares as the liquidator shall, acting reasonably, think fit, but so that no holder of any Shares shall be compelled to accept any shares or other securities or other assets whereon there is any liability; or
- (c) sell any assets in the manner specified in Section 110 of the Insolvency Act 1986.

11. Issue of New Shares

11.1 Subject to the remaining provisions of these Articles and the Act, the Directors shall have general and unconditional authority, pursuant to section 551 of the Act, to exercise all powers of the Company to allot Shares of any class or grant rights to subscribe for or to convert any security into Shares for a period of five years from the date of adoption of these Articles provided that the maximum aggregate nominal value of any new Shares allotted pursuant to this authority may not exceed the sum of £10,000. This authority may be renewed, varied or revoked from time to time by the Company in general meeting. The Directors may before this authority expires make an offer or agreement which would or might require Shares to be allotted after it expires and may allot Shares in pursuance of that offer or agreement.

11.2 Sections 561(1) and 562 of the Companies Act 2006 shall not apply to the allotment and issue by the Company of any Shares and, subject to Article 11.3, prior to allotting and issuing any new Shares to any person the Company shall not be under any obligation to offer any of those Shares amongst any existing Shareholders before allotting and issuing those Shares to any other person.

11.3 No new Shares nor any option or other right to acquire any new Shares may be issued or granted by the Company to any person unless such issue or grant has been either: (a) unanimously

approved by all Directors who for the time being hold office; or (b) approved by a majority of the Board and in writing by the holder(s) of a majority in number of the issued Shares.

12. General Provisions Relating to the Transfer of Shares

12.1 No person may sell, transfer or otherwise dispose of any Shares held by them unless such transfer: (a) has been approved in advance by the Directors; or (b) is of a nature referred to in Article 12.3(a). Model Article 26(5) shall not apply to the Company.

12.2 The instrument of transfer of any Share shall be executed in such form and with such formalities as may from time to time be authorised or required by law and the transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered in the register of members of the Company.

12.3 Notwithstanding anything contained in these Articles:

(c)

(iii) any rights of existing members to receive notice, any right of pre-emption to any Share in the Company, or any right to have any Share transferred to any of the existing members whether for consideration or not, shall not apply to any transfer of Shares; and

(iv) the directors of the Company shall not decline to register any transfer of Shares, nor may they delay registration of any transfer of Shares,

where in each case the Shares have been mortgaged or charged by way of security and:

(A) such transfer is to any person, bank or institution to whom such Shares have been mortgaged or charged by way of security (whether in its own capacity, or as agent or trustee or otherwise) (a Secured Party), or to any nominee of such Secured Party;

(B) such transfer is delivered to the Company for registration by a Secured Party or its nominee to perfect its security interest over such Shares;

(C) such transfer is executed by a Secured Party or its nominee either under the power of sale or any other power under the security document purporting to create the security interest over such Shares (the Security Document);

(D) such transfer is executed by a receiver or manager appointed by or on behalf of any Secured Party or its nominee under the Security Document; or

(E) where the Secured Party has consented to the transfer as a condition of the release of its security interest over such Shares; and

(d) the Company shall have no lien on any Share which is subject to a mortgage or charge in favour of another person, or which could otherwise be transferred under this Article to any other person.

13. Transmittees

13.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share. A transmittee who produces such evidence of entitlement to Shares as the Directors may properly require:

(a) may choose either to become the holder of those Shares or to have them transferred to any other person provided that the identity of any other person to whom the Shares may be so transferred has been approved in advance by the Directors (such approval not to be unreasonably withheld or delayed); and

(b) pending any transfer of the Shares to another person, has the same rights as the holder had;

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.

13.2 Transmittees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish. If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it. 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.

13.3 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.

14. Calling and Conduct of General Meetings

14.1 Model Articles 38 to 42 (inclusive) and 44 shall not apply to the Company.

14.2 The Directors may, and on the requisition of any Shareholder who holds 10% or more in number of the total number of issued Shares the Directors shall, call a general meeting.

14.3 General meetings (except for those requiring special notice) shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by the holders of 90% or more of the issued Shares for the time being. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. Subject to the provisions of these Articles and the Act and to any restrictions imposed on any Shares, the notice shall be given to all the Shareholders holding Shares and to the Directors.

14.4 Subject to Article 14.5, no business shall be transacted at a general meeting unless a quorum is present. The quorum shall be at least two Shareholders who hold between them at least 70% in number of the issued Shares for the time being present in person or by proxy or by a duly authorised corporate representative. If a quorum is not present within half an hour of the time appointed for the meeting, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week, or if that is not a Business Day to the next following Business Day, at the same time and place or such other time and place as the Directors determine when a quorum shall be treated as being present if Shareholders who hold between

them at least 51% in number of the issued Shares for the time being are present in person or by proxy or by a duly authorised corporate representative.

- 14.5 If, and for so long as, the Company has only one Shareholder who holds Shares, that Shareholder present in person or by proxy or by a duly authorised corporate representative shall be a quorum at any general meeting of the Company.
- 14.6 The Director who for the time being acts as the chairman of the Board shall act as the chairman of any general meetings, but if such person is absent or not present within fifteen minutes after the time appointed for the holding of a general meeting, any Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman. If no Director is willing to act as chairman, the Directors present are unable to elect a chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, any Shareholder(s) holding Shares present (in person, by proxy or by a duly authorised corporate representative) and entitled to vote shall choose one of their number to be chairman by majority vote amongst themselves.
- 14.7 The chairman of a general meeting shall not be entitled to a second or casting vote at that meeting in the event of an equal number of votes being cast for and against any resolution.
- 14.8 Any director or company secretary of a corporation which is a member shall be deemed to be a duly authorised corporate representative of that member for the purpose of agreeing to short notice of, or attending and voting at, any general meeting of the Company and for the purposes of signing any resolution of the shareholders of the Company which is proposed as a written resolution.
- 14.9 A Shareholder may validly participate in a general meeting by conference telephone and/or any other form(s) of communication equipment (whether in use when these Articles are adopted or not) if all persons participating in the meeting are able to communicate with each other throughout the meeting. A person participating in this way shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way shall for the purposes of the Articles be deemed to be validly and effectively transacted even though fewer than two Shareholders are physically present at the same place. The meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
15. Voting at General Meetings
 - 15.1 A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded by any of the Shareholders present. Subject to the provisions of the Act, a poll may be demanded by any Shareholder and a demand by a person as proxy for a Shareholder shall be the same as a demand by the Shareholder.
 - 15.2 The voting rights of the members at general meetings shall be as set out in Article 8.
16. Appointment of Proxies
 - 16.1 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and in a common form or in such other form as the Directors may approve and shall be deemed to include authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates. Model Article 45 shall not apply to the Company.

16.2 The instrument appointing a proxy and any authority under which it is executed or a copy of the authority, certified to be a true copy or in some other manner approved by the Directors may be delivered:

- (a) to the registered office of the Company no fewer than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act; or
- (b) at that meeting,

and an instrument of proxy which is not so delivered shall be invalid. A faxed or other machine made copy of an instrument appointing a proxy shall be treated as such an instrument for the purpose of this Article provided that it is received in a complete and legible form.

17. Notices

17.1 Documents and information including notices may be served by the Company upon any member, either:

- (a) personally; or
- (b) by sending it through the post in a prepaid letter, addressed to the member at its registered address; or
- (c) by sending it using email or other electronic means to an email address, address or number for the time being notified for that purpose by the member to the Company; or
- (d) by making the notice available on a website and notifying the member of its presence.

17.2 Where a notice is:

- (a) served by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice and to have been effected at the expiration of twenty-four hours after the letter containing the same is posted;
- (b) served by email or other electronic means, service of the notice shall be deemed to be effected by properly addressing and sending an email or other electronic transmission containing the notice and to have been effected at the expiration of twenty-four hours after the transmission containing the same is sent;
- (c) served by making it available on a website, service of the notice shall be deemed to be effected by properly notifying the member of the fact that the notice is available on the website and to have been effected at the expiration of twenty-four hours after the notification is sent.

17.3 A document or information including notices of general meetings may only be sent by the Company by email or other electronic means in accordance with the provisions of the Act to a member who has agreed that the document or information may be sent by those means and who has provided an address for that purpose.

17.4 A document or information including notices of general meetings may only be sent by the Company by making them available on a website to a member who has agreed or is deemed to have agreed pursuant to Schedule 5 Part 4 of the Act that the document or information may be sent in this manner.