

Company Number: 13962821

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

**ARTICLES OF ASSOCIATION**

**OF**  
**AIM NEUROMODULATION LTD**

**ADOPTED BY SPECIAL RESOLUTION PASSED ON** 19 May **2023**

**NELSONS**  
Business Law | Personal Law | Investment

**1. Definitions and Interpretation**

1.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

<b>"A Ordinary Shares"</b>	the A ordinary shares of £1 (one pound) each in the share capital of the Company;
<b>"Articles"</b>	these articles of association of the Company as constituted under <b>Article 2.1</b> (as amended from time to time);
<b>"Auditors"</b>	the accountants of the Company from time to time;
<b>"B Ordinary Shares"</b>	the B ordinary shares of £1 (one pound) each in the share capital of the Company;
<b>"Board"</b>	the board of directors of the Company from time to time;
<b>"Business Day"</b>	a day, other than a Saturday, Sunday or public holiday, on which banks are open for commercial business in the City of London;
<b>"Companies Act"</b>	the Companies Act 2006;
<b>"C Ordinary Shares"</b>	the C ordinary shares of £1 (one pound) each in the share capital of the Company;
<b>"Company"</b>	Aim Neuromodulation Ltd, registered number 13962821;
<b>"Compulsory Transfer Event"</b>	shall be as defined in <b>Article 13.1</b> ;
<b>"Compulsory Transfer Notice"</b>	shall be as defined in <b>Article 13.2</b> ;
<b>"Confidential Information"</b>	all data or information (whether technical, commercial, financial or of any other type) in any form used in or relating to the business of the Company, including information relating to products (bought manufactured, produced, distributed or sold) services (bought or supplied) operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customers lists, commercial relationships, marketing, sales materials and general business affairs;
<b>"Continuing Shareholder"</b>	shall be as defined in <b>Article 13.2</b> ;
<b>"Defaulting Shareholder"</b>	shall be as defined in <b>Article 13.2</b> ;
<b>"Director"</b>	a director of the Company from time to time;
<b>"Drag Along Notice"</b>	shall be as defined in <b>Article 14.1</b> ;
<b>"Excess Shares"</b>	shall be as defined in <b>Article 9.1.2</b> ;

<b>"Fair Value"</b>	shall be as defined in <b>Article 12.4</b> ;
<b>"Model Articles"</b>	the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229), as at the date of adoption of these Articles;
<b>"Offer Notice"</b>	shall be as defined in <b>Article 12.3</b> ;
<b>"Original Shareholders"</b>	shall be as defined in the Shareholders' Agreement;
<b>"Original Shareholder Consent"</b>	shall be as defined in the Shareholders' Agreement;
<b>"Purchasing Shareholders"</b>	shall be as defined in <b>Article 12.2</b> ;
<b>"Proposed Buyer"</b>	shall be as defined in <b>Article 15.1</b> ;
<b>"Proposed Sale"</b>	shall be as defined in <b>Article 15.1</b> ;
<b>"Remaining Shareholders"</b>	shall be as defined in <b>Article 14.1</b> ;
<b>"Sale Notice"</b>	shall be as defined in <b>Article 12.5</b> ;
<b>"Sellers"</b>	shall be as defined in <b>Article 14.1</b> ;
<b>"Selling Shareholder"</b>	shall be as defined in <b>Article 12.2</b> ;
<b>"Share"</b>	a share in the capital of the Company;
<b>"Shareholder"</b>	any holder of any Share from time to time;
<b>"Shareholders Agreement"</b>	means the shareholders agreement entered into between the Shareholders and the Company on or around the date of the adoption of these Articles;
<b>"Shareholder Communication"</b>	any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons;
<b>"Shareholder Interest"</b>	shall be as defined in <b>Article 5.3</b> ;
<b>"Tag Along Notice"</b>	shall be as defined in <b>Article 15.1</b> ;
<b>"Third Party"</b>	a bona fide third party; and
<b>"Transfer Notice"</b>	shall be as defined in <b>Article 12.2</b> .

- 1.2 Unless the context otherwise requires:
- 1.2.1 each gender includes the other genders;
  - 1.2.2 the singular includes the plural and vice versa;
  - 1.2.3 references to persons include individuals, unincorporated bodies and partnerships (whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;
  - 1.2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
  - 1.2.5 the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;
  - 1.2.6 the contents table and the descriptive headings to provisions in these Articles are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Articles;
  - 1.2.7 references to legislation or legislative provisions include any modification or re-enactment thereof but exclude any re-enactment or modification after the date of these Articles to the extent they make any party's obligations more onerous or otherwise adversely affect the rights of any party;
  - 1.2.8 references to 'writing' or 'written' includes email but not fax;
  - 1.2.9 the term 'acting in concert' shall have the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers.

## **2. Model Articles**

- 2.1 The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any legislation or in any statutory instrument or other subordinate legislation.
- 2.2 The whole of Model Articles 6(2), 7, 8, 11(2), 11(3), 13, 14(1), 14(2), 14(3), 14(4), 14(5), 16, 17, 22, 26(5), 39, 44(2), 50, 51, 52 and 53 shall not apply to the Company.
- 2.3 Any reference to the 'chairman' in the Model Articles, shall for the purposes of these Articles be deemed as a reference to the 'chair'.

## **3. Number of Directors**

- 3.1 The number of Directors shall not be subject to a minimum or maximum unless otherwise agreed by the Board.

#### **4. Proceedings of Directors**

- 4.1 Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 4.2 All business arising at any meeting of the Directors shall be determined only by resolution and no resolution shall be effective unless carried by a majority. No resolution may be proposed or passed at any such meeting unless the nature of the business to which the resolution relates is included in the agenda for the meeting or unless all the Directors agree in writing.
- 4.3 A decision of the Directors may also take the form of a resolution in writing, copies of which have been signed by the majority of the Directors, provided that such Directors would have formed a quorum if the matter had been proposed as a resolution at a meeting of Directors.
- 4.4 The quorum for a meeting of the Directors shall throughout the meeting be at least two Directors, unless there is only one Director appointed to the Board in which case the quorum shall be one, provided that if a Director is not entitled to vote on the business to be transacted pursuant to these Articles or any agreement between the Shareholders that is in force from time to time, it shall not be required to attend for a quorum to be present. If a quorum is not present within 30 (thirty) minutes of the time fixed for the relevant meeting, the meeting shall be adjourned for two Business Days at the same time and place.
- 4.5 Where, pursuant to the Companies Act or these Articles or otherwise, in relation to a matter being considered at a meeting of Directors, a Director cannot count towards the quorum and, if they vote, their vote will not be counted, the other Director or Directors present, whatever their number and their designations, shall constitute a quorum for the purposes of considering that matter only.
- 4.6 The chair shall not have a casting vote.
- 4.7 Any Director may validly participate in a meeting of the Board through telephone conference or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Companies Act, all business transacted in such manner by the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board notwithstanding that a quorum of Directors is not physically present in the same place. If the Directors cannot or do not decide upon where such a meeting shall be deemed to take place, then it shall be where the chair of the meeting then is located.
- 4.8 A Director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of Directors.

#### **5. Conflicts of Interest**

- 5.1 If a situation arises or exists in which a Director has or could have a direct or indirect interest that conflicts, or may potentially conflict, with the interests of the Company (other than an interest arising in relation to a transaction or arrangement with the Company or in circumstances which cannot reasonably

be regarded as likely to give rise to a conflict of interest), without prejudice to the provisions of **Articles 5.3 to 5.6**, the Director concerned, or any other Director, may propose to the Board that such situation be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the relevant situation. Subject to the Companies Act, the Directors may authorise such situation and the continuing performance by the relevant Director of their duties as a Director on such terms as they may think fit.

5.2 The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such situation nor be entitled to vote on the resolution authorising such situation.

5.3 Subject to compliance by them with their duties as a Director under Part 10 of the Companies Act (other than the duty in section 175(1) of the Companies Act to the extent that it is the subject of this **Article 5.3**), a Director may, at any time, be a director or other officer of, employed by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in any company (a "**Shareholder Interest**"), and notwithstanding their office or the existence of an actual or potential conflict between any Shareholder Interest and the interests of the Company which would fall within the ambit of section 175(1) of the Companies Act the relevant Director:

5.3.1 shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Shareholder Interest may be discussed, and to vote on a resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as other Directors;

5.3.2 shall not be obliged to account to the Company for any remuneration or other benefits received by them in consequence of any Shareholder Interest;

5.3.3 will not be obliged to disclose to the Company or use for the benefit of the Company any other confidential information received by them by virtue of their Shareholder Interest and otherwise than by virtue of their position as a Director, if to do so would breach any duty of confidentiality to a third party.

5.4 Any Director who has a Shareholder Interest shall, as soon as reasonably practicable following the relevant interest arising, disclose to the Board the existence of such interest and the nature and extent of such interest so far as the relevant Director is able at the time the disclosure is made provided that no such disclosure is required to be made of any matter in respect of which the relevant Director owes any duty of confidentiality to any third party. A disclosure made to the Board under this **Article 5.4** may be made either at a meeting of the Board or by notice in writing to the Company marked for the attention of the Directors.

5.5 No contract entered into shall be liable to be avoided by virtue of:

5.5.1 any Director having an interest of the type referred to in **Article 5.1** where the relevant situation has been approved as provided by that Article;

- 5.5.2 any Director having a Shareholder Interest which falls within **Article 5.3** or which is authorised pursuant to **Article 5.1**; or
- 5.6 The provisions of **Articles 5.1 to 5.5** shall not apply to a conflict of interest which arises in relation to an existing or proposed transaction or arrangement with the Company but the following provisions of this **Article 5.6** and **Article 5** shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that they comply with the Companies Act.
- 5.7 Without prejudice to the obligation of each Director to declare an interest in accordance with the Companies Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which they have an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which they have a duty. Having so declared any such interest or duty they may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if they vote on such resolution their vote shall be counted.
- 6. Appointment and Removal of Directors**
- 6.1 Subject to the provisions of the Shareholders' Agreement, each Original Shareholder holding at least 20% (twenty percent) of the issued Shares from time to time shall be entitled at any time to:
- 6.1.1 appoint up to one person to be Director of the Company; and
- 6.1.2 remove any Director appointed by them under **Article 6.1.1** from the Board (subject to complying with the requirements of the Companies Acts and any other relevant legislation) and appoint other persons in place of any Director who for any reason cease to be Director,
- with each such appointment and removal being made by notice in writing served on the Company and taking effect on the date specified in the notice.
- 6.2 In addition to the provisions of Model Article 18, the office of a Director shall be vacated if the Director is removed by the Director which appointed such Director under this **Article 6**.
- 7. Share Capital**
- 7.1 The issued share capital of the Company at the date of the adoption of these Articles is £300 (three hundred pounds) divided into:
- 7.1.1 100 (one hundred) A Ordinary Shares;
- 7.1.2 100 (one hundred B Ordinary Shares;
- 7.1.3 100 (one hundred C Ordinary Shares;
- 7.2 Except as otherwise provided for in these Articles, the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares shall rank parri passu in all respects but shall constitute separate classes of Shares.
- 7.3 Separate and different dividends or distributions may be declared on each of the different classes of Shares and dividends and distributions may be declared on one or some of the classes of Shares but not on the others.

- 7.4 The rights conferred on the holders of any class of Shares shall be deemed to be varied by:
- 7.4.1 the creation or issue of any further Shares (whether ranking equally, in priority to them or subsequent to them);
  - 7.4.2 any reduction, subdivision, consolidation, redenomination, purchase, redemption or other alteration by the Company of the Company's share capital; or
  - 7.4.3 any amendment to these Articles.

## **8. Variation of Rights**

- 8.1 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% (seventy five percent) 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.
- 8.2 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:
- 8.2.1 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;
  - 8.2.2 that 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
  - 8.2.3 any holder of Shares of the class present in person or by proxy may demand a poll.

## **9. Issue of Shares**

- 9.1 Unless otherwise agreed by Original Shareholder Consent, if the Company proposes to allot any Shares, those Shares will not be allotted to any person unless the Company has first offered them to all Shareholders on the date of the offer on the same terms, and at the same price on a pari passu and pro rata basis to the number of shares held by those Shareholders (as nearly as possible without involving fractions). The offer:
- 9.1.1 will be in writing, will be open for acceptance for a period of 15 (fifteen) Business Days from the date of the offer and will give details of the number and subscription price of the relevant Shares; and
  - 9.1.2 may stipulate that any Shareholder who wishes to subscribe for a number of shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess shares (the "Excess Shares") for which he wishes to subscribe.
- 9.2 Any Shares not accepted by Shareholders pursuant to the offer made to them in accordance with **Article 9.1** will be used for satisfying any requests for Excess Shares made pursuant to **Article 9.1**. If there are insufficient Excess



Shares to satisfy such requests, the Excess Shares will be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Shareholders in accordance with **Article 9.1** (as nearly as possible without involving fractions or increasing the number of Excess Shares allotted to any Shareholder beyond that applied for by him). After that allotment, any Excess Shares remaining will be offered to any other person as the Directors may determine, at the same price and on the same terms as the offer to the Shareholders.

- 9.3 Subject to **Articles 9.1** and **9.2** and pursuant to section 551 of the CA 2006, any Shares will be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at such times and generally on such terms and conditions as they think proper providing they are not at a lower price or on more favourable terms as the offer to the Shareholders.

## **10. Prohibited Share Transfers**

- 10.1 In these Articles, a reference to the transfer of a Share shall mean either or both:

- 10.1.1 the transfer of either or both of the legal and beneficial ownership in the Share; and
- 10.1.2 the grant of an option to acquire either or both of the legal and beneficial ownership in the Share.

- 10.2 The following shall be deemed, without limitation, to be a transfer of a Share:

- 10.2.1 any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;
- 10.2.2 any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than themselves; and
- 10.2.3 any grant of a legal or equitable mortgage or charge over any Share.

- 10.3 Any person who holds, or becomes entitled to, any Shares shall not, except with the prior written consent, or in accordance with a prior written agreement, of each of the Shareholders, effect a transfer of any such Shares, except in accordance with these Articles.

- 10.4 Subject to **Article 10.5**, the Directors shall be obliged to register any duly stamped transfer made in accordance with these Articles, but any transfer or purported transfer of any Shares made otherwise than in accordance with these Articles shall be void and of no effect and the Directors shall refuse to register that transfer.

- 10.5 The Directors may, as a condition to the registration of any transfer of Shares, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any Shareholders' Agreement or similar document in force between the Shareholders in such form as the Directors may reasonably require (provided that the transferee's obligations or liabilities thereunder are not greater than those of the proposed transferor). If any such condition is imposed, the transfer may not be registered unless that deed has

been executed and delivered to the Company's registered office by the transferee.

- 10.6 Any Shares transferred by one Shareholder to another Shareholder pursuant to **Articles 12 and 13** shall upon such transfer being registered be automatically converted into and redesignated as the class of Shares held by the transferee.

## **11. Permitted Share Transfers**

- 11.1 Notwithstanding any other provisions of these Articles the Directors shall register the transfer of any Shares:

11.1.1 in relation to a Company purchase of own shares under Part 18 of the Companies Act; or

11.1.2 otherwise with the written consent of all the Original Shareholders.

## **12. Pre-emption Rights on Transfer**

- 12.1 Except in the cases of transfers of shares expressly authorised by **Article 11** the right to transfer shares will be subject to the following restrictions.

- 12.2 Any person (the "**Selling Shareholder**") proposing to transfer any Shares will give notice in writing (a "**Transfer Notice**") to the Company that he desires to transfer the same and specifying the price per Share at which he is willing to sell them. The Transfer Notice will constitute the Company the agent of the Selling Shareholder for the sale (with absolute title guarantee) of all (but not some only) of the Shares comprised in the Transfer Notice together with all rights then attached thereto to any Shareholder or Shareholders willing to purchase the same (the "**Purchasing Shareholders**") at the price specified therein or at the Fair Value (whichever is the lower) (subject to **Article Error! Reference source not found.**). A Transfer Notice will not be revocable except with the sanction of the Directors.

- 12.3 The Shares comprised in any Transfer Notice will be offered to the Shareholders (other than the Selling Shareholder) as nearly as may be in proportion to the number of shares held by them respectively. Such offer will be made by notice in writing (the "**Offer Notice**") within seven days after the receipt by the Company of the Transfer Notice. The Offer Notice will:

12.3.1 state the identity of the Selling Shareholder, the number of shares comprised in the Transfer Notice and the price per Share specified in the Transfer Notice and inform the Shareholders that Shares are offered to them in accordance with the provisions of this **Article 12.3**;

12.3.2 contain a statement to the effect that the Shares are offered in the first instance in the proportion referred to in the opening sentence of this **Article 12.3** but go on to invite each Shareholder to state in his reply whether he wishes to purchase more or fewer Shares than his proportionate entitlement and if so what number;

12.3.3 contain a statement of the right of each shareholder to request a certificate of Fair Value;

12.3.4 contain a statement to the effect that each of the Shares in question are being offered to Shareholders at the lower of the price specified in the Transfer Notice and (if applicable) its Fair Value;

- 12.3.5 state the period in which the offer may be accepted if no such certificate of Fair Value is requested (not being less than twenty-two days or more than 42 (forty-two) days after the date of the Offer Notice); and
- 12.3.6 contain a statement to the effect that, if such a certificate of Fair Value is requested, the offer will remain open for acceptance until the expiry of a period of fourteen days commencing on the date of the notice of the certified Fair Value given to shareholders pursuant to **Article 12.4** or until the expiry of the period referred to in **Article 12.3.5** whichever is the later.

For the purposes of this Article an offer will be deemed to be accepted on the day on which the acceptance is received by the Company and may, if so specified in the acceptance, be accepted by a Shareholder in respect of a lesser number of shares than his full proportionate entitlement. If all the Shareholders do not accept the offer in respect of their respective proportions in full, the Shares not so accepted will be used to satisfy any claims for additional Shares (notified in response to the invitation referred to in **Article 12.3.2**) as nearly as may be in proportion to the number of Shares already held by the Shareholders claiming additional Shares, provided that no Shareholder will be obliged to take more Shares than he has applied for. If any Shares are not capable of being offered to the Shareholders in proportion to their existing holdings, except by way of fractions, the same will be offered to the Shareholders, or some of them, in such proportions as the Directors may think fit.

12.4 Any Shareholder may, not later than 8 (eight) days after the date of the Offer Notice, serve on the Company a notice in writing requesting that the Auditors for the time being of the company certify in writing the sum which in their opinion represents the fair value of each of the Shares comprised in the Transfer Notice as at the date of the Transfer Notice, calculated:

- 12.4.1 on the basis of a sale between a willing seller and a willing purchaser of the Shares so offered;
- 12.4.2 if the Company is then carrying on business as a going concern, on the basis that it will continue to do so;
- 12.4.3 on the basis that the Shares so offered are capable of being transferred without restrictions;
- 12.4.4 disregarding any restriction attaching to the shares so offered pursuant to these Articles; and
- 12.4.5 valuing such shares as a rateable proportion of the total value of all of the issued Shares of the Company,

(the "**Fair Value**").

If the Auditors decline such appointment at their discretion or if the Company has no Auditors then a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales, on the application of the Directors or any shareholder on behalf of the Company, will be instructed to give such certificate and all references in this article to the Auditors will include any person so nominated. Forthwith upon receipt of such notice, the company will instruct the Auditors to certify as aforesaid and the costs of producing such certificate will be apportioned among the Selling Shareholder and the Purchasing Shareholders and borne by any one or more

of them as the Auditors in their absolute discretion decide. In certifying the Fair Value as aforesaid the Auditors will be entitled to obtain professional valuations in respect of any of the company's assets and will be considered to be acting as experts and not as arbitrators and accordingly any provisions of law or statute relating to arbitration will not apply. Forthwith upon receipt of the certificate of the Auditors, the company will by notice in writing inform all shareholders of the certified Fair Value of each share and of the price per share (being the lower of the price specified in the Transfer Notice and the certified Fair Value of each share) at which the shares comprised in the Transfer Notice are offered for sale.

- 12.5 If Purchasing Shareholders are found for all the shares comprised in the Transfer Notice within the appropriate period specified in **Article 12.3**, the Company will not later than 7 (seven) days after the expiry of such appropriate period give notice in writing (the "**Sale Notice**") to the Selling Shareholder specifying the Purchasing Shareholders and the number of shares to be purchased by each Purchasing Shareholder and the Selling Shareholder will be bound, upon payment of the price due in respect of all the Shares comprised in the Transfer Notice, to transfer the shares to the Purchasing Shareholders.
- 12.6 If in any case the Selling Shareholder after having become bound as aforesaid makes default in transferring any shares, the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares on behalf of and as agent for the Selling Shareholder in favour of the Purchasing Shareholders. The receipt of the company for the purchase money will be a good discharge to the Purchasing Shareholders. The Company will pay the purchase money into a separate bank account and will hold the same on trust for the Selling Shareholder.
- 12.7 If the Company does not give a Sale Notice to the Selling Shareholder within the time specified for that purpose in **Article 12.5** he will, during the period of three months next following the expiry of the time so specified, be at liberty to transfer all (but not some only) of the shares comprised in that Transfer Notice to any person or persons **PROVIDED THAT** the price per Share obtained upon such Share transfer will in no circumstances be less than the price per Share specified in the Transfer Notice served in accordance with **Article 12.2** or as certified in accordance with **Article 12.4** (whichever is the lower) and the Selling Shareholder will upon request furnish such information to the Directors as they require in relation to the price per Share obtained as aforesaid. The Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.
- 12.8 In these Articles a Transfer Notice is current until such time as the Company has given a Sale Notice pursuant to **Article 12.5** or (as the case may be) the time specified for giving a Sale Notice pursuant to **Article 12.5** has expired without such Sale Notice being given. If a Transfer Notice is given or deemed to be given at a time when there is any current Transfer Notice, such Transfer Notice will (notwithstanding any provision of these Articles to the contrary) be deemed to have been received and take effect immediately after the time when all Transfer Notices actually given before it have ceased to be current.

### **13. Compulsory Transfers**

- 13.1 A Compulsory Transfer Event shall be deemed to have occurred in relation to a Shareholder if that Shareholder:
- 13.1.1 commits a material breach of the Shareholders' Agreement relating to the Company to which it is a party and fails to remedy such breach (if capable of remedy) within 20 (twenty) Business Days of being given notice by another Shareholder to do so;
  - 13.1.2 is adjudged bankrupt;
  - 13.1.3 dies;
  - 13.1.4 is suspended from the medical register by the General Medical Council; or
  - 13.1.5 no longer holds a licence to practice medicine in the United Kingdom.
- 13.2 If a Compulsory Transfer Event occurs in relation to a Shareholder (the "**Defaulting Shareholder**"), that Shareholder shall be deemed immediately upon the occurrence of such Compulsory Transfer Event to have given the other Shareholders (each a "**Continuing Shareholder**") an irrevocable notice ("**Compulsory Transfer Notice**") offering to sell all (but not some only) of its Shares at their Fair Value. The Compulsory Transfer Notice shall constitute an offer by the Defaulting Shareholder to sell the same proportion of its Shares to each Continuing Shareholder as the proportion of that Continuing Shareholder's Shares to the aggregate of all the Shares held by each Continuing Shareholder.
- 13.3 Where a Compulsory Transfer Event has occurred and a Compulsory Transfer Notice is deemed to have been given and the circumstances are such that a Continuing Shareholder is unaware of the facts giving rise to the Compulsory Transfer Event, such Compulsory Transfer Notice shall be deemed to have been received by a Continuing Shareholder on the date on which the relevant Continuing Shareholder receives actual notice of such facts and the provisions of this **Article 13** shall apply accordingly.
- 13.4 The Continuing Shareholders shall be entitled, within 30 (thirty) Business Days of service of the Deemed Transfer Notice, to require the Defaulting Shareholder to sell all of their Shares to the Continuing Shareholder in proportion to the Continuing Shareholders' existing Shares to the aggregate of all the Continuing Shareholder's Shares in accordance with **Article 13.2**.
- 13.5 If the Defaulting Shareholder defaults in transferring any of its Shares pursuant to this **Article 13**, the Company:
- 13.5.1 may receive the relevant purchase money;
  - 13.5.2 may nominate some person to execute an instrument of transfer of the Defaulting Shareholder's Shares in the name and on behalf of the Defaulting Shareholder;
  - 13.5.3 shall cause the name of each Continuing Shareholder to be entered in the register of members as the holder of such Defaulting Shareholder's Shares, being the Continuing Shareholder's pro rata Shares of each Continuing Shareholder when the relevant instrument of transfer has been duly stamped (if required); and

- 13.5.4 shall hold the purchase money on trust (without interest) for the Defaulting Shareholder, the receipt by the Company of the purchase money being a good discharge of the relevant Continuing Shareholder's obligation to pay such purchase money (who shall not be bound to see to the application of the purchase money).

#### **14. Drag Along**

- 14.1 If, after having given a Transfer Notice and having complied with the provisions of **Article** Error! Reference source not found. the holders of 65% (sixty five percent) of the Shares in issue for the time being (for the purposes of **Article 14** and **Article 15**, the "**Sellers**") wish to transfer all (but not some only) of their Shares to a Third Party, the Sellers shall be entitled to give written notice ("**Drag Along Notice**") to the remaining Shareholders (for the purposes of Articles 14 and 16 (the "**Remaining Shareholders**") requiring the Remaining Shareholders to sell to the Third Party all of the Remaining Shareholders' Shares upon the terms and conditions specified in the Drag Along Notice.
- 14.2 The terms on which the Sellers require the Remaining Shareholders to sell their Shares must be no less favourable than the terms on which the Sellers are selling their Shares to the Third Party.
- 14.3 The Drag Along Notice must specify:
- 14.3.1 the details of the Third Party;
- 14.3.2 the price payable for each Share and other consideration (if any) to be received (directly or indirectly) by the Seller; and
- 14.3.3 any other material terms upon which the Remaining Shareholders' Shares shall be purchased pursuant to the Drag Along Notice.
- 14.4 If each Remaining Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the Shares held by them and deliver the certificate[s] in respect of the same (or a suitable indemnity in lieu thereof), then the Sellers shall be entitled to execute, and shall be entitled to authorise and instruct such person as they think fit to execute, the necessary transfers and indemnities on each relevant Remaining Shareholder's behalf and, against receipt by the Company (on trust for each such Remaining Shareholder) of the consideration payable for the relevant Shares, deliver such transfers and certificates or indemnities to the Third Party (or their nominee) and register such Third Party (or their nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- 14.5 The Remaining Shareholders are not obliged to sell their Shares in accordance with this **Article 14** if the Sellers do not complete the sale of all their Shares to the Third Party on the same terms and conditions set out in the Drag Along Notice.

#### **15. Tag Along**

- 15.1 If the Sellers wish to transfer all (but not some only) of their Shares to a bona fide third party ("**Proposed Buyer**") in one or a series of related transactions, and such transfer would when registered result in that person (together with persons connected or acting in concert with them) holding or increasing their holding to 50% or more of the issued equity share capital of the Company

("Proposed Sale"), (the Sellers shall give written notice "Tag Along Notice") to the Remaining Shareholders of the Proposed Sale at least 10 (ten) Business Days prior to the proposed date of completion thereof.

- 15.2 The Tag Along Notice must specify:
- 15.2.1 the details of the Proposed Buyer;
  - 15.2.2 the sale price for each Share and other consideration (if any) to be received (directly or indirectly) by the Sellers; and
  - 15.2.3 any other material terms upon which the Shares are to be purchased.
- 15.3 The Proposed Sale may not be completed unless the Proposed Buyer has unconditionally offered to buy all the other issued Shares (other than any Shares already owned by the Proposed Buyer or persons connected or acting in concert with them) on the same terms and conditions as apply to the Proposed Sale. Such offer shall remain open for acceptance for not less than 15 (fifteen) Business Days.
- 15.4 The provisions of this **Article 15** shall not apply to any Proposed Sale which is to take place pursuant to a Drag Along Notice under **Article 14**.

## **16. General Meetings**

- 16.1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the commencement of the business and also when such business is voted upon. The quorum at any general meeting shall be two persons present in person or by proxy, If a quorum is not present within 30 (thirty) minutes of the time fixed for the relevant meeting, the meeting shall be adjourned for 7 (seven) Business Days at the same time and place. Notice of an adjourned meeting shall be given to all the Shareholders.
- 16.2 The chair of the Board from time to time shall chair general meetings. If the chair is unable to attend any general meeting, the Shareholder who appointed them shall be entitled to appoint another of its nominated directors present at the meeting to act as chair at the meeting and the appointment of the chair of the meeting must be the first business of the meeting.
- 16.3 A resolution put to the vote of a 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 duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded at any general meeting by the chair, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall not have a casting vote.
- 16.4 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting (or any adjournment of that meeting) or to the place of the meeting at any time before the time appointed for the holding of the meeting (or any adjournment of that meeting). A notice revoking the appointment of a proxy must be given in accordance with the Companies Act.

**17. Voting**

**17.1** The voting rights attached to Shares shall be:

- 17.1.1 on a written resolution, every Shareholder holding one or more Shares shall have one vote for each Share held by it; and
- 17.1.2 on a resolution to be passed at a general meeting of the Company, every Shareholder present in person or by proxy or by a representative shall have:
  - 17.1.2.1 on a show of hands, one vote each; and
  - 17.1.2.2 on a poll, one vote for each Share of which it is the holder.

**18. Notices**

**18.1** Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.

**18.2** Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person:

- 18.2.1 personally;
- 18.2.2 by sending it by first-class post in a pre-paid envelope addressed to such Shareholder or other person at their postal address (as appearing in the Company's register of members in the case of Shareholders); or
- 18.2.3 except in the case of share certificates or a notice to be given under **Article 12, Article 13, or Article 14**, by sending or supplying it:
  - 18.2.3.1 in electronic form (as specified by section 1168(3) of the Companies Act and otherwise complying with the requirements of section 1168)

**18.3** In the case of a Shareholder Communication validly:

- 18.3.1 sent by post, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 (forty eight) hours after the envelope containing it was posted; and
- 18.3.2 sent in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder.

**18.4** In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders.

**18.5** A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company.



**19.     Indemnity and Insurance**

19.1     Subject to, and on such terms as may be permitted by the Companies Act, the Company may:

- 19.1.1     indemnify, out of the assets of the Company, any Director of the Company against all losses and liabilities which they may sustain or incur in the performance of the duties of their office or otherwise in relation thereto;
- 19.1.2     provide a Director with funds to meet expenditure incurred or to be incurred by them in defending any civil or criminal proceedings brought or threatened against them or in defending themselves in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority, in either case in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or another Group Company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Companies Act to enable a Director to avoid incurring such expenditure; and
- 19.1.3     purchase and maintain insurance for any Director against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by them in relation to the Company.