

FC 034 797

In accordance with
Section 1046 of the
Companies Act 2006 &
Regulation 4(1) of the
Overseas Companies
Regulations 2009.

OS IN01

Registration of an overseas company opening a UK establishment

BLUEPRINT

OneWorld

A fee is payable with this form
Please see 'How to pay' on the last page.



☒ **What this form is for**
You may use this form to register a
UK establishment.

☒ **What this form is NOT for**
You cannot use this form to change
the details of an existing company
officer or establishment.

THURSDAY



LD1 23/11/2017 #65
COMPANIES HOUSE

Part 1 Overseas company details (Name)

For official use

A1 Corporate name of overseas company

Corporate name ①

Import.io Global Inc.

Do you propose to carry on business in the UK under the corporate name as
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to **Section A3**.
- To register using an alternative name, go to **Section A2**.

→ Filling in this form

Please complete in typescript (10pt
or above), or in bold black capitals

All fields are mandatory unless
specified or indicated by *

- ① This must be the corporate name in
the home state or country in which
the company is incorporated.

A2 Alternative name of overseas company *

Please show the alternative name that the company will use to do business
in the UK.

Alternative name
(if applicable) ②

- ② A company may register an
alternative name under which it
proposes to carry on business in the
United Kingdom under Section 1048
of the Companies Act 2006. Once
registered it is treated as being its
corporate name for the purposes of
law in the UK.

A3 Overseas company name restrictions ③

This section does not apply to a European Economic Area (EEA) company
registering its corporate name.

Please tick the box only if the proposed company name contains sensitive or
restricted words or expressions that require you to seek comments of a
government department or other specified body.

- ☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response.

③ Overseas company name restrictions

A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website:
www.gov.uk/companieshouse

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Part 2 Overseas company details**B1 Particulars previously delivered**

Have particulars about this company been previously delivered in respect of another UK establishment. ❶

→ No Go to **Section B2**.→ Yes Please enter the registration number below and then go to **Part 5** of the form. Please note the original UK establishment particulars must be filed up to date.

❶ The particulars are: legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts.

UK establishment
registration numberB R **B2 Credit or financial institution**

Is the company a credit or financial institution? ❷

☐ Yes☒ No

❷ Please tick one box.

B3 Company details

If the company is registered in its country of incorporation, please enter the details below.

Legal form ❸

Limited, Private

Country of
incorporation *

Delaware State Corporation

United States

Identity of register
in which it is
registered ❹

Delaware Secretary of State

Registration number in
that register6 5 2 2 3 1 0

❸ Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable.

❹ This will be the registry where the company is registered in its parent country.

B4 EEA or non-EEA member state

Was the company formed outside the EEA?

→ Yes Complete **Sections B5 and B6**.→ No Go to **Section B6**.**B5 Governing law and accounting requirements**

Please give the law under which the company is incorporated.

Governing law ❺

Delaware

Is the company required to prepare, audit and disclose accounting documents under parent law?

→ Yes Complete the details below.

→ No Go to **Part 3**.

❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state.

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	Please give the period for which the company is required to prepare accounts by parent law.				
From	d	d	m	m	
To	d	d	m	m	
	Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period.				
Months					

B6**Latest disclosed accounts**

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation. ^①

☐ Yes.

Please indicate what documents have been disclosed.

☐ Please tick this box if you have enclosed a copy of the accounts.

☐ Please tick this box if you have enclosed a certified translation of the accounts.

☒ Please tick this box if no accounts have been disclosed.

^① Please tick the appropriate box(es).

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Part 3

Constitution

C1

Constitution of company

The following documents must be delivered with this application.

- Certified copy of the company's constitution and, if applicable, a certified translation.

Please tick the appropriate box(es) below.

- ☒ I have enclosed a certified copy of the company's constitution. ^①
- ☐ I enclose a certified translation, if applicable. ^②

① A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

② A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

C2

EEA or non-EEA member state

Was the company formed outside the EEA?

- Yes Go to **Section C3**.
- No Go to **Part 4 'Officers of the company'**.

C3

Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?

- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

- Yes Go to **Part 4 'Officers of the company'**
- No If any of the above details are not included in the constitutional documents, please enter them in **Section C4**.

The information is not required if it is contained within the constitutional documents accompanying this registration.

C4

Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation. ^③

Building name/number

Suite #102

Street

20 S. Santa Cruz Avenue

Post town

Los Gatos

County/Region

California

Postcode

9 5 0 3 0

Country

United States

Please give the objects of the company and the amount of issued share capital.

Objects of the company ^④

Software as a service company.

Amount of issued share capital ^⑤

7,073,031 shares of \$0.001 each total share capital of \$7,073.031

③ This address will appear on the public record.

④ Please give a brief description of the company's business.

⑤ Please specify the amount of shares issued and the value.

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Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- Yes Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form.
→ No Complete the officer details.

For a secretary who is an individual, go to **Section D1**; for a corporate secretary, go to **Section E1**; for a director who is an individual, go to **Section F1**; or for a corporate director, go to **Section G1**.

Continuation pages

Please use a continuation page if you need to enter more officer details.

Secretary

D1 Secretary details^①

Use this section to list all the secretaries of the company. Please complete **Sections D1-D3**. For a corporate secretary, complete **Sections E1-E5**. Please use a continuation page if necessary.

Full forename(s)	Carol
Surname	Manchester
Former name(s) ^②	

① Corporate details

Please use **Sections E1-E5** to enter corporate secretary details.

② Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

D2 Secretary's service address^③

Building name/number	Suite #102
Street	20 S. Santa Cruz Avenue
Post town	Los Gatos
County/Region	California
Postcode	9 5 0 3 0
Country	United States

③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

D3 Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box.

Extent of authority	<input type="checkbox"/> Limited ^④ <input checked="" type="checkbox"/> Unlimited
Description of limited authority, if applicable	<p>Are you authorised to act alone or jointly? Please tick one box.</p> <p><input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ^⑤</p>
If applicable, name(s) of person(s) with whom you are acting jointly	

④ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

⑤ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Director

F1 Director details ^①									
Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.									
Full forename(s)	Eric Christian								
Surname	Archambeau								
Former name(s) ^②									
Country/State of residence ^③	Belgium								
Nationality	French								
Month/year of birth ^④	<table border="1"><tr><td>X</td><td>X</td><td>m0</td><td>m8</td><td>y1</td><td>y9</td><td>y5</td><td>y8</td></tr></table>	X	X	m0	m8	y1	y9	y5	y8
X	X	m0	m8	y1	y9	y5	y8		
Business occupation (if any) ^⑤	Businessman								
① Corporate details Please use Sections G1-G5 to enter corporate director details.									
② Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.									
③ Country/State of residence This is in respect of your usual residential address as stated in Section F5.									
④ Month and year of birth Please provide month and year only. Provide full date of birth in section F4.									
⑤ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.									

F2 Director's service address ^⑥	
Building name/number	Kensington Pavilion
Street	96 Kensington High Street
Post town	London
County/Region	
Postcode	W 8 4 S G
Country	UK
⑥ Service address This is the address that will appear on the public record. This does not have to be your usual residential address. If you provide your residential address here it will appear on the public record.	

F3 Director's authority	
Please enter the extent of your authority as director. Please tick one box.	
Extent of authority	<input checked="" type="checkbox"/> Limited ^⑦ <input type="checkbox"/> Unlimited
Description of limited authority, if applicable	No signing authority on behalf of the company.
Are you authorised to act alone or jointly? Please tick one box.	
<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ^⑧	
If applicable, name(s) of person(s) with whom you are acting jointly	
⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.	
⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.	

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Director

F1	Director details ①	<p>Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.</p>	<p>① Corporate details Please use Sections G1-G5 to enter corporate director details.</p> <p>② Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in Section F5.</p> <p>④ Month and year of birth Please provide month and year only. Provide full date of birth in section F4.</p> <p>⑤ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p>
Full forename(s)	Gary Trevor		
Surname	Read		
Former name(s) ②			
Country/State of residence ③	United States		
Nationality	US/UK		
Month/year of birth ④	<div>X</div> <div>X</div> <div>0</div> <div>6</div> <div>1</div> <div>9</div> <div>6</div> <div>7</div>		
Business occupation (if any) ⑤	Director		

F2	Director's service address ⑥	<p>⑥ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Building name/number	Suite # 102	
Street	20 S Santa Cruz Ave.	
Post town	Los Gatos	
County/Region	California	
Postcode	<div>9</div> <div>5</div> <div>0</div> <div>3</div> <div>0</div> <div></div> <div></div>	
Country	United States	

F3	Director's authority	<p>⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</p> <p>⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</p>
Extent of authority	<p>Please enter the extent of your authority as director. Please tick one box.</p> <p><input checked="" type="checkbox"/> Limited ⑦</p> <p><input type="checkbox"/> Unlimited</p>	
Description of limited authority, if applicable	<p>No signing authority on behalf of the company.</p> <p>Are you authorised to act alone or jointly? Please tick one box.</p> <p><input checked="" type="checkbox"/> Alone</p> <p><input type="checkbox"/> Jointly ⑧</p>	
If applicable, name(s) of person(s) with whom you are acting jointly		

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Director

F1	Director details ^①	
	Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.	
Full forename(s)	Karl David	
Surname	Axmark	
Former name(s) ^②		
Country/State of residence ^③	Ireland	
Nationality	Swedish	
Month/year of birth ^④	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">X</div> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">X</div> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">m0</div> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">m5</div> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">y1</div> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">y9</div> <div style="border: 1px solid black; padding: 2px 5px; margin-right: 5px;">y6</div> <div style="border: 1px solid black; padding: 2px 5px;">y2</div> </div>	
Business occupation (if any) ^⑤	Director	

① Corporate details
Please use Sections G1-G5 to enter corporate director details.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

③ Country/State of residence
This is in respect of your usual residential address as stated in Section F5.

④ Month and year of birth
Please provide month and year only. Provide full date of birth in section F4.

⑤ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

F2	Director's service address ^⑥	
Building name/number	Medius House	
Street	2 Sheraton Street	
Post town	London	
County/Region		
Postcode	W 1 F 8 B H	
Country	UK	

⑥ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

F3	Director's authority	
	Please enter the extent of your authority as director. Please tick one box.	
Extent of authority	<input checked="" type="checkbox"/> Limited ^⑦ <input type="checkbox"/> Unlimited	
Description of limited authority, if applicable	No signing authority on behalf of the company.	
	Are you authorised to act alone or jointly? Please tick one box.	
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ^⑧	
If applicable, name(s) of person(s) with whom you are acting jointly		

⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Director

F1	Director details ¹		
	Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.		1 Corporate details Please use Sections G1-G5 to enter corporate director details.
Full forename(s)	Mario		2 Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.
Surname	Branciforti		
Former name(s) ²			3 Country/State of residence This is in respect of your usual residential address as stated in Section F5.
Country/State of residence ³	UK		
Nationality	Italian		4 Month and year of birth Please provide month and year only. Provide full date of birth in section F4.
Month/year of birth ⁴	<div>X</div> <div>X</div> <div>0</div> <div>9</div> <div>1</div> <div>9</div> <div>7</div> <div>4</div>		
Business occupation (if any) ⁵	Investment Principal		5 Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.

F2	Director's service address ⁶		
Building name/number	Touchstone Innovations		6 Service address This is the address that will appear on the public record. This does not have to be your usual residential address. If you provide your residential address here it will appear on the public record.
Street	7 Air Street		
Post town	London		
County/Region			
Postcode	<div>W</div> <div>1</div> <div>B</div> <div></div> <div>5</div> <div>A</div> <div>D</div> <div></div>		
Country	United Kingdom		

F3	Director's authority		
	Please enter the extent of your authority as director. Please tick one box.		7 If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below. 8 If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.
Extent of authority	<input checked="" type="checkbox"/> Limited ⁷ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	No signing authority on behalf of the company.		
	Are you authorised to act alone or jointly? Please tick one box.		
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ⁸		
If applicable, name(s) of person(s) with whom you are acting jointly			

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Registration of an overseas company opening a UK establishment

Director

F1	Director details	<p>Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.</p>	<p>Corporate details Please use Sections G1-G5 to enter corporate director details.</p> <p>Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.</p> <p>Country/State of residence This is in respect of your usual residential address as stated in Section F5.</p> <p>Month and year of birth Please provide month and year only. Provide full date of birth in section F4.</p> <p>Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p>
Full forename(s)	Matthew		
Surname	Painter		
Former name(s)			
Country/State of residence	United Kingdom		
Nationality	British		
Month/year of birth	X X 0 4 Y 1 Y 9 Y 8 Y 1		
Business occupation (if any)	Director		

F2	Director's service address	<p>Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Building name/number	30 City Road	
Street		
Post town	London	
County/Region		
Postcode	E C 1 Y 2 A B	
Country	United Kingdom	

F3	Director's authority	<p>Extent of authority Please enter the extent of your authority as director. Please tick one box.</p> <p><input checked="" type="checkbox"/> Limited <input type="checkbox"/> Unlimited</p> <p>Description of limited authority, if applicable No signing authority on behalf of the company.</p> <p>Are you authorised to act alone or jointly? Please tick one box. <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly</p> <p>If applicable, name(s) of person(s) with whom you are acting jointly</p>	<p>If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</p> <p>If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</p>
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Director

F1	Director details ^①	
	Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.	
Full forename(s)	Miles Alexander Lyell	
Surname	Kirby	
Former name(s) ^②		
Country/State of residence ^③	United Kingdom	
Nationality	British	
Month/year of birth ^④	<div>X</div> <div>X</div> <div>0</div> <div>6</div> <div>1</div> <div>9</div> <div>7</div> <div>1</div>	
Business occupation (if any) ^⑤	Venture Capital	

① Corporate details
Please use Sections G1-G5 to enter corporate director details.

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

③ Country/State of residence
This is in respect of your usual residential address as stated in Section F5.

④ Month and year of birth
Please provide month and year only. Provide full date of birth in section F4.

⑤ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

F2	Director's service address ^①	
Building name/number	Polshot Manor	
Street	Fulbrook Lane	
Post town	Elstead	
County/Region	Surrey	
Postcode	<div>G</div> <div>U</div> <div>8</div> <div></div> <div>6</div> <div>L</div> <div>G</div>	
Country	United Kingdom	

① Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

F3	Director's authority	
	Please enter the extent of your authority as director. Please tick one box.	
Extent of authority	<input checked="" type="checkbox"/> Limited ^① <input type="checkbox"/> Unlimited	
Description of limited authority, if applicable	No signing authority on behalf of the company. Are you authorised to act alone or jointly? Please tick one box. <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ^②	
If applicable, name(s) of person(s) with whom you are acting jointly		

① If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

② If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Part 5 UK establishment details

H1 Documents previously delivered - constitution

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.

→ **Yes** Please enter the UK establishment number below and then go to **Section H2**.

UK establishment
registration number

B R

H2 Documents previously delivered – accounting documents

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.

→ **Yes** Please enter the UK establishment number below and then go to **Section H3**.

UK establishment
registration number

B R

H3 Delivery of accounts and reports

This section **must** be completed. Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment. ^①

☒ In respect of this establishment. Please go to **Section H4**.

☐ In respect of another UK establishment. Please give the registration number below, then go to **Section H4**.

^① Please tick the appropriate box.

UK establishment
registration number

B R

H4 Particulars of UK establishment ^①

You **must** enter the name and address of the UK establishment.

Name of establishment Import.io Global Inc.

Building name/number 30 City Road

Street

Post town London

County/Region

Postcode E C 1 Y 2 A B

Country UK

Please give the date the establishment was opened and the business of the establishment.

Date establishment opened ^d2 ^d1 ^m1 ^m1 ^y2 ^y0 ^y1 ^y7

Business carried on at the UK establishment Software as a service company.

^① Address

This is the address that will appear on the public record.

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Part 6 Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment.

J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company. Please complete Sections J1-J4.

Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s) Matthew

Surname Painter

J2 Permanent representative's service address ^①

Building name/number 30 City Road

Street

Post town London

County/Region

Postcode E C 1 Y 2 A B

Country UK

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative. Please tick one box.

Extent of authority

☒ Limited ^②

☐ Unlimited

Description of limited authority, if applicable

Can sign contracts or any legal documents

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone

☒ Jointly ^③

If applicable, name(s) of person(s) with whom you are acting jointly

Carol Manchester or Gary Read

② If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

③ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Part 7 Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ Yes Please enter the name and service address of every person(s) authorised below.

→ No Tick the box below then go to Part 8 'Signature'.

☐ If there is no such person, please tick this box.

K1 Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below. Please complete Sections K1-K2.

Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s) OHS Secretaries Limited

Surname

K2 Service address of person authorised to accept service ¹

Building name/number 9th Floor

Street 107 Cheapside

Post town London

County/Region

Postcode E C 2 V 6 D N

Country United Kingdom

¹ Service address

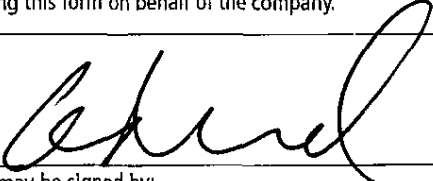
This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

OS IN01

Registration of an overseas company opening a UK establishment

Part 8

Signature

	This must be completed by all companies.	
	I am signing this form on behalf of the company.	
Signature	<div><div>Signature</div><div>X  X</div></div>	
	This form may be signed by: Director, Secretary, Permanent representative.	

OS IN01

Registration of an overseas company opening a UK establishment



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name OHS Secretaries Ltd

Address 9th Floor

107 Cheapside

Post town London

County/Region

Postcode E C 2 V 6 D N

Country United Kingdom

DX

Telephone



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The overseas corporate name on the form matches the constitutional documents exactly.
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate.
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate.
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate.
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment.
- ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses and day of birth.



How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Higher protection

If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "IMPORT.IO GLOBAL INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF NOVEMBER, A.D. 2017, AT 1:13 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

I, Carol Manchester, the appointed Secretary of Import.io Global Inc., do hereby certify that the following document is a true and accurate reflection of Import.io Global Inc.'s Certificate of Incorporation as of 13 November 2017.

Signed:

Name: Carol Manchester

Date: Nov 16, 2017




Jeffrey W. Bullock, Secretary of State

6522310 8100
SR# 20177051768

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203566754
Date: 11-14-17

CERTIFICATE OF INCORPORATION
OF
IMPORT.IO GLOBAL INC.

ARTICLE I

The name of this corporation is Import.io Global Inc. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the state of Delaware is 251 Little Falls Drive, in the city of Wilmington, county of New Castle, Zip Code 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE IV

(A) **Classes of Stock.** The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 12,861,389 shares, each with a par value of \$0.001 per share. 8,159,876 shares shall be Common Stock and 4,701,513 shares shall be Preferred Stock.

(B) **Powers, Preferences, Special Rights and Restrictions of Preferred Stock.** The Preferred Stock authorized by this Certificate of Incorporation (the "Certificate of Incorporation") shall be divided into series as provided herein. 1,178,660 shares of Preferred Stock shall be designated "Series Seed Preferred Stock". 3,522,853 shares of Preferred Stock shall be designated "Series A Preferred Stock". The powers, preferences, special rights and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Article IV(B). Except as otherwise provided in this Certificate of Incorporation, the Preferred Stock shall rank pari passu in all respects with the Common Stock.

1. **Dividend Provisions.** The holders of shares of Preferred Stock shall be entitled to receive on a pari passu basis with the holders of Common Stock, when, as and if declared by the Board of Directors of the Corporation (the "Board of Directors"), out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation.

(a) Preference. In the event of any Liquidation Transaction, the holders of Series A Preferred Stock (excluding their holding of EIS Stock (as defined below)) shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Series Seed Preferred Stock, Common Stock and EIS Stock, by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series A Preferred Price (as defined hereafter) (as adjusted for stock splits, stock dividends, reclassifications and the like) for each outstanding share of Series A Preferred Stock (excluding EIS Stock), then held by them, plus any declared but unpaid dividends on such shares, or (ii) such amount per share as would have been payable had all shares of Series A Preferred Stock (excluding EIS Stock) been converted into Common Stock pursuant to Section 4 immediately prior to such Liquidation Transaction (the "Series A Preference Amount"). If, upon the occurrence of such event, the assets and funds thus distributed among the holders of Series A Preferred Stock (excluding their holding of EIS Stock) shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series A Preferred Stock (excluding their holding of EIS Stock) in proportion to the preferential amount each such holder is otherwise entitled to receive under this Section 2(a). Upon the completion of the distribution of the Series A Preference Amount described above, the remaining assets and funds of the Corporation available for distribution to its stockholders shall be distributed to each holder of outstanding shares of Series Seed Preferred Stock, who shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock and EIS Stock, by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series Seed Preferred Price (as defined hereafter) (as adjusted for stock splits, stock dividends, reclassifications and the like) for each outstanding share of Series Seed Preferred Stock, then held by them, plus any declared but unpaid dividends on such shares, or (ii) such amount per share as would have been payable had all shares of Series Seed Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such Liquidation Transaction. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of Series Seed Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series Seed Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive under this Section 2(a).

The "Series A Preferred Price" is either (i) the original purchase price per share of series a preferred of Import.io Limited paid by the original purchaser for such share or (ii) in the case of a share of series a preferred of Import.io Limited which was re-designated from another class of shares into such share of series a preferred on or around September 3, 2015, the price paid for such share on its transfer to the relevant purchaser, as converted from British Pounds to United States Dollars using the exchange rate equal to the rate quoted in the Wall Street Journal as of the date of that certain Share Exchange Agreement by and among the Corporation, Import.io Limited and the shareholders of Import.io Limited, on or around the date hereof (or, if not a business day, as of the most recent close of trading) (the "Share Exchange Date").

The "Series Seed Preferred Price" is the original purchase price per share of series seed preferred

of Import.io Limited paid by the original purchaser for such share, as converted from British Pounds to United States Dollars using the exchange rate equal to the rate quoted in the Wall Street Journal as of the Share Exchange Date.

“**EIS Stock**” means those shares of Series A Preferred Stock held by (i) the Oxford Funds (as defined in Article IV(B)16(e)) and/or (ii) any other stockholder from time to time who, prior to the issue to them of shares of Series A Preferred Stock, requests that the Series A Preferred Stock to be issued to them be designed as EIS Stock. “**EIS**” means the United Kingdom's Enterprise Investment Scheme as defined and set out in Part 5 of the United Kingdom Income Tax Act 2007.

(b) **Remaining Assets.** Upon the completion of the distribution required by Article IV(B)2(a) above, the remaining assets of the Corporation available for distribution to stockholders shall be distributed among the holders of the Common Stock and EIS Stock pro rata based on the number of shares held by each.

(c) **Deemed Conversion.** Notwithstanding the above, for purposes of determining the amount each holder of shares of Preferred Stock, other than EIS Stock, is entitled to receive with respect to a Liquidation Transaction, as defined below, each such holder of shares of Preferred Stock, other than EIS Stock, shall be deemed to have converted (regardless of whether such holder actually converted) such holder's shares of such series into shares of Common Stock immediately prior to the Liquidation Transaction if, as a result of an actual conversion, such holder would receive, in the aggregate, an amount greater than the amount that would be distributed to such holder if such holder did not convert such series of Preferred Stock, other than EIS Stock, into shares of Common Stock. If any such holder shall be deemed to have converted shares of Preferred Stock, other than EIS Stock, into Common Stock pursuant to this paragraph, then such holder shall not be entitled to receive any distribution that would otherwise be made to holders of Preferred Stock that have not converted (or have not been deemed to have converted) into shares of Common Stock.

(d) **Certain Acquisitions.**

(i) **Deemed Liquidation.** For purposes of this Article IV(B)2, a “Liquidation Transaction” shall be deemed to occur if the Corporation shall (I) sell, convey, exclusively license or otherwise dispose of all or substantially all of its assets, property or business, (II) merge with or into or consolidate with any other corporation, limited liability company or other entity (other than a wholly-owned subsidiary of the Corporation), or (III) effect a liquidation, dissolution or winding up of the Corporation pursuant to the applicable provisions of Section 275 of the Delaware General Corporation Law; provided, however that none of the following shall be considered a Liquidation Transaction: (A) a merger effected exclusively for the purpose of changing the domicile of the Corporation, (B) a bona fide equity financing in which the Corporation is the surviving corporation or (C) a transaction in which the stockholders of the Corporation immediately prior to the transaction have sufficient rights (by law or contract) to elect or designate 50% or more of the directors of the surviving or acquiring entity following the transaction (as appropriately adjusted for any disparate director voting rights). In the event of a Liquidation Transaction pursuant to the provisions of subsection (II) above, all references in this Article IV(B)2 to “assets of the Corporation” shall be deemed

instead to refer to the aggregate consideration to be paid to the holders of the Corporation's capital stock in such merger or consolidation. If any portion of the consideration payable to the holders of the Corporation's capital stock is placed into escrow and/or is payable to the holders of the Corporation's capital stock subject to contingencies, the applicable merger agreement shall provide that (1) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with this Article IV(B)2 as if the Initial Consideration were the only consideration payable in connection with such Liquidation Transaction and (2) any additional consideration which becomes payable to the holders of the Corporation's capital stock upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with this Article IV(B)2 after taking into account the previous payment of the Initial Consideration as part of the same transaction. Nothing in this subsection (i) shall require the distribution to stockholders of anything other than proceeds of such transaction in the event of a merger or consolidation of the Corporation. Notwithstanding the foregoing, the treatment of any transaction as a Liquidation Transaction may be waived by the vote or written consent of an Investor Majority (as defined in Article IV(B)15(b)(i) hereafter).

(ii) **Valuation of Consideration.**

(A) In the event of a Liquidation Transaction, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as determined in good faith by the Board of Directors. Notwithstanding the foregoing, the methods for valuing non-cash consideration to be distributed in connection with a Liquidation Transaction shall, with the appropriate approval by the stockholders under the Delaware General Corporation Law of the definitive agreements governing such Liquidation Transaction and Article IV(B)15 below, be superseded by the determination of such value set forth in the definitive agreements governing such Liquidation Transaction.

(B) Unless the Investor Majority agree otherwise in writing, if upon a Liquidation Transaction one or more Stockholders or Employees (as defined in Article IV(B)15(b)(iii)) are offered any additional cash consideration or any benefits or advantages above the market standards for a comparable corporation in relation to the continued employment or consultancy with the buyer or any member of the Corporation and its subsidiaries (including without limitation, any additional cash payments, securities or other assets, retention bonuses and/or salaries) (together, the "Additional Consideration"), then, irrespective of the reasons for the payment of such Additional Consideration or if the payment or receipt of such Additional Consideration is made conditional upon the occurrence of certain future events or with deferred payments terms, the value of such Additional Consideration shall be added to, and shall be deemed to form part of, without any discount of any kind, the purchase price offered for the shares of Stock or assets of the Corporation and the proceeds shall be distributed in accordance with this Article IV(B)2).

3. **Redemption.** The Preferred Stock is not mandatorily redeemable.

4. **Conversion.** The holders of shares of Series A Preferred Stock (excluding their holding of EIS Stock) shall be entitled to conversion rights as follows:

(a) **Right to Convert.** Subject to Article IV(B)4(c) below, each share of Series A Preferred Stock (excluding EIS Stock) shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series A Preferred Price (as adjusted for stock splits, stock dividends, reclassifications and the like) in the case of the Series A Preferred Stock, by the Conversion Price applicable to such shares (such quotient is referred to herein as the “Series A Conversion Rate”), determined as hereafter provided, in effect on (i) the date the certificate is surrendered for conversion or (ii) in the case of uncertificated securities, the date the notice of conversion is received by the Corporation. The initial Conversion Price per share shall be the Series A Preferred Price in the case of the Series A Preferred Stock. Such initial Conversion Price shall be subject to adjustment as set forth in Article IV(B)4(d) below. Subject to Article IV(B)4(c) below, each share of Series Seed Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series Seed Preferred Price (as adjusted for stock splits, stock dividends, reclassifications and the like) in the case of the Series Seed Preferred Stock, by the Conversion Price applicable to such shares (such quotient is referred to herein as the “Series Seed Conversion Rate”), determined as hereafter provided, in effect on (i) the date the certificate is surrendered for conversion or (ii) in the case of uncertificated securities, the date the notice of conversion is received by the Corporation. The initial Conversion Price per share shall be the Series Seed Preferred Price in the case of the Series Seed Preferred Stock. Such initial Conversion Price shall be subject to adjustment as set forth in Article IV(B)4(d) below.

Upon conversion of the relevant shares of Series Seed Preferred Stock and/or Series A Preferred Stock into shares of Common Stock: (i) such issued shares of Common Stock shall in all other respects rank pari passu with the existing issued shares of Common Stock; and (ii) the holders of such issued shares of Common Stock shall be entitled to receive any declared but unpaid dividends on such shares.

Each share of EIS Stock shall be deemed to be convertible into one share of Common Stock.

(b) **Automatic Conversion.** Each share of Series A Preferred Stock (excluding EIS Stock) shall automatically be converted into such number of shares of Common Stock equal to the Series A Conversion Rate then in effect for such share immediately upon the earlier of (i) except as provided in Article IV(B)4(c) below, the Corporation’s sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement (an “IPO”) under the Securities Act of 1933, as amended (the “Securities Act”) or (ii) the date, or upon the occurrence of an event, specified by vote or written consent of the holders of at least 50% of the then outstanding shares Series A Preferred Stock. Each share of Series Seed Preferred Stock shall automatically be converted into such number of shares of Common Stock equal to the Series Seed Conversion Rate then in effect for such share immediately upon the earlier of (i) except as provided in Article IV(B)4(c) below, an IPO or

(ii) the date, or upon the occurrence of an event, specified by vote or written consent of the holders of at least 50% of the then outstanding shares of Series Seed Preferred Stock.

(c) **Mechanics of Conversion.** Before any holder of Preferred Stock (excluding their holding of EIS Stock) shall be entitled to convert such Preferred Stock (excluding EIS Stock) into shares of Common Stock, the holder shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the shares of Common Stock are to be issued and, in the case of Preferred Stock represented by a certificate, the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such series of Preferred Stock. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates or, upon request in the case of uncertificated securities, a notice of issuance, for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of certificates, or in the case of uncertificated securities, on the date such notice of conversion is received by the Corporation, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an IPO, the conversion may, at the option of any holder tendering such Preferred Stock (excluding EIS Stock) for conversion, be conditioned upon the closing of the sale of securities pursuant to such offering, in which event any persons entitled to receive Common Stock upon conversion of such Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(d) **Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations.** The Conversion Price of the Preferred Stock, excluding EIS Stock, shall be subject to adjustment from time to time as follows:

(i) **Issuance of Additional Stock Below Purchase Price.** If the Corporation should issue, at any time after the date upon which any shares of Series A Preferred Stock (excluding EIS Stock) were first issued (the "Purchase Date"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price for the Series A Preferred Stock in effect immediately prior to the issuance of such Additional Stock (as adjusted for stock splits, stock dividends, reclassification and the like), the Conversion Price for such series in effect immediately prior to each such issuance shall automatically be adjusted as set forth in this Article IV(B)4(d)(i), unless otherwise provided in this Article IV(B)4(d)(i).

(A) **Adjustment Formula.** Whenever the Conversion Price is adjusted pursuant to this Article IV(B)4(d)(i), the new Conversion Price for such series shall be determined by multiplying the Conversion Price for such series then in effect by a fraction, (x) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (the "Outstanding Common") plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such Conversion Price; and (y) the denominator of which shall be the number

of shares of Outstanding Common plus the number of shares of such Additional Stock. For purposes of the foregoing calculation, the term "Outstanding Common" shall include shares of Common Stock deemed issued pursuant to Article IV(B)4(d)(i)(E) below.

(B) **Definition of "Additional Stock"**. For purposes of this Article IV(B)4(d)(i), "**Additional Stock**" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Article IV(B)4(d)(i)(E) below) by the Corporation after the Purchase Date, other than:

(1) securities issued pursuant to stock splits, stock dividends or similar transactions, as described in Article IV(B)4(d)(ii) below;

(2) securities issuable upon conversion, exchange or exercise of convertible, exchangeable or exercisable securities outstanding as of the Purchase Date including, without limitation, warrants (including the SVB Warrants (as defined in Article IV(B)5(e))), notes or options;

(3) Common Stock (or options therefor) issued or issuable to employees, consultants, officers, directors of the Corporation or other persons performing services for the Corporation pursuant to stock option plans or restricted stock plans or agreements approved by the Board of Directors;

(4) Common Stock issued or issuable in a public offering;

(5) securities issued or issuable in connection with the acquisition by the Corporation of another company or business;

(6) securities issued or issuable to financial institutions, equipment lessors, brokers or similar persons in connection with commercial credit arrangements, equipment financings, commercial property lease transactions or similar transactions;

(7) securities issued or issuable to an entity as a component of any business relationship with such entity primarily for the purpose of (a) joint venture, technology licensing or development activities, (b) distribution, supply or manufacture of the Corporation's products or services or (c) any other arrangements involving corporate partners that are primarily for purposes other than raising capital, the terms of which business relationship with such entity are approved by the Board of Directors;

(8) Common Stock issued or issuable upon conversion of the Preferred Stock; and

(9) securities issued or issuable in any other transaction for which exemption from these price-based antidilution provisions is approved before or after issuance of the securities by the affirmative vote of at least a majority of the then-outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis.

(C) **No Fractional Adjustments.** No adjustment of the Conversion Price for the Preferred Stock shall be made in an amount less than one cent per share (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like), provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward.

(D) **Determination of Consideration.** In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof. In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) **Deemed Issuances of Common Stock.** In the case of the issuance of securities or rights convertible into, exercisable or exchangeable into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (the "**Common Stock Equivalents**"), the following provisions shall apply for all purposes of this Article IV(B)4(d)(i):

(1) The aggregate maximum number of shares of Common Stock deliverable upon conversion, exchange or exercise (assuming the satisfaction of any conditions to convertibility, exchangeability or exercisability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) of any Common Stock Equivalents and subsequent conversion, exchange or exercise thereof shall be deemed to have been issued at the time such securities were issued or such Common Stock Equivalents were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related Common Stock Equivalents (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments and without double counting for cancellation of indebtedness) upon the conversion, exchange or exercise of any Common Stock Equivalents (the consideration in each case to be determined in the manner provided in Article IV(B)4(d)(i)(D) above).

(2) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon conversion, exchange or exercise of any Common Stock Equivalents, other than a change resulting from the antidilution provisions thereof, the Conversion Price of any series of Preferred Stock, to the extent in any way affected by or computed using such Common Stock Equivalents, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the conversion, exchange or exercise of such Common Stock Equivalents.

(3) Upon the termination or expiration of the convertibility, exchangeability or exercisability of any Common Stock Equivalents, the Conversion Price of any series of Preferred Stock, to the extent in any way affected by or computed using such Common Stock Equivalents, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and Common Stock Equivalents that remain convertible, exchangeable or exercisable) actually issued upon the conversion, exchange or exercise of such Common Stock Equivalents.

(4) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Article IV(B)4(d)(i)(D) above shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Article IV(B)4(d)(i)(E)(2) above or Article IV(B)4(d)(i)(E)(3) above.

(F) **No Increased Conversion Price.** Notwithstanding any other provisions of this Article IV(B)4(d)(i), except to the limited extent provided for in Article IV(B)4(d)(i)(E)(2) above and Article IV(B)4(d)(i)(E)(3) above, no adjustment of the Conversion Price pursuant to this Article IV(B)4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(ii) **Stock Splits and Combinations.** In the event the Corporation should at any time after the filing date of this Certificate of Incorporation fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock, then, as of such record date (or the date of such split or subdivision if no record date is fixed), the Conversion Price of each series of Preferred Stock that is convertible into Common Stock shall be appropriately proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the number of shares of Common Stock outstanding at any time after the filing date of this Certificate of Incorporation is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination (or the date of such combination if no record date is fixed), the Conversion Price for each series of Preferred Stock that is convertible into Common Stock shall be appropriately proportionally increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding.

(iii) **Dividends.** In the event the Corporation should at any time after the filing date of this Certificate of Incorporation fix a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or Common Stock Equivalents (such Common Stock Equivalents, if any, "**Additional Common Stock Equivalents**") without payment of any consideration by such holder for the additional shares of Common Stock or the Additional Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution if no record date is fixed), the Conversion Price of each series of Preferred Stock that is convertible into Common Stock shall be appropriately proportionally decreased by multiplying the Conversion Price then in effect by a fraction:

(A) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(B) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution and those issuable with respect to such Additional Common Stock Equivalents.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price of each series of Preferred Stock that is convertible into Common Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price of each series of Preferred Stock that is convertible into Common Stock shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of a series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock or Common Stock Equivalents in a number equal to the number of shares of Common Stock or Common Stock Equivalents as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

(e) **Other Distributions.** In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Article IV(B)4(d)(i) above or in Article IV(B)4(d)(ii) above, then, in each such case for the purpose of this Article IV(B)4(e), the holders of each series of Preferred Stock that is convertible into Common Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution (or the date of such distribution if no record date is fixed).

(f) **Recapitalizations.** If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in Article IV(B)2 above or this Article IV(B)4) provision shall be made so that the holders of each series of Preferred Stock that is convertible into Common Stock shall thereafter be entitled to receive upon conversion of such Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Article IV(B)4 with respect to the rights of the holders of such Preferred Stock after the recapitalization to the end that the provisions of this Article IV(B)4 (including adjustment of the Conversion Price then in effect and the number of shares issuable upon conversion of such Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

(g) **No Fractional Shares and Notices as to Adjustments.**

(i) No fractional shares shall be issued upon the conversion of any share or shares of Preferred Stock, and the number of shares of Common Stock to be issued to a particular stockholder shall be rounded down to the nearest whole share. The number of shares issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion. If the conversion would result in any fractional share, the Corporation shall, in lieu of issuing any such fractional share, upon demand by the stockholder otherwise entitled to such fractional share, pay the holder thereof an amount in cash equal to the fair market value of such fractional share on the date of conversion, as determined in good faith by the Board of Directors.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of Preferred Stock pursuant to this Article IV(B)4, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of such Preferred Stock a notice setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of such Preferred Stock, furnish or cause to be furnished to such holder a notice setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred Stock at the time in effect and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of such series of Preferred Stock.

(h) **Notices of Record Date.** In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Preferred Stock, at least 10 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(i) **Reservation of Stock Issuable Upon Conversion.** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of each series of Preferred Stock that is convertible into Common Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of such series of Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of such series of Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation.

(j) **Notices.** Any notice required by the provisions of this Article IV(B)4 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the U.S. mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation or delivered by electronic transmission to the holder of Preferred Stock using the contact information previously provided by such holder to the Corporation.

5. **Right of First Offer (Pre-Emption).**

(a) In the event the Corporation proposes to offer any shares of, or securities convertible into or exercisable for any shares of, any class of its capital stock ("**Additional Stock**"), and unless otherwise agreed to by consent of the holders of at least a majority of the then outstanding shares of Preferred Stock and Common Stock, voting together as a single class on an as-converted basis, provided that such majority shall require an Investor Majority, the Corporation shall not issue any such Additional Stock to any person unless the Corporation has first offered them to all holders of Common Stock and/or Preferred Stock (each a "**Stockholder**", and collectively the "**Stockholders**") on the same terms, and at the same price, as such Additional Stock is offered to other persons on a pari passu and pro rata basis to the number of shares of Common Stock (assuming conversion of all Preferred Stock into Common Stock) held by such Stockholders (as nearly as possible without involving fractions), subject to the following conditions:

(i) The offer shall be in writing and give details of the number and purchase price of the Additional Stock and the period (being not less than 10 business days) within which the offer must be accepted; and

(ii) The offer may stipulate that any Stockholder who wishes to subscribe for a portion of the Additional Stock in excess of the proportion to which each is entitled shall, in its acceptance, state the number of excess shares of Additional Stock ("**Excess Additional Stock**") for which they wish to subscribe.

(b) Any Additional Stock not accepted by the Stockholders pursuant to the offer made to them in accordance with Section 5(a) above shall be used for satisfying any requests for Excess Additional Stock made pursuant to Section 5(a) above and in the event that there are insufficient shares of Excess Additional Stock to satisfy such requests, the Excess Additional Stock shall be allotted to the applicants pro rata to the number of shares of Common Stock (assuming conversion of all Preferred Stock into Common Stock) held by the applicants immediately before the offer was made to the Stockholders in accordance with Section 5(a) above (as nearly as possible without involving fractions or increasing the number of shares of Excess Additional Stock issued to any Stockholder beyond that applied for by him, her or it) and after such issuance, any Excess Additional Stock remaining shall be offered, subject to Section 5(c) below, to any other person as the Board of Directors may determine, at the same price and on the same terms as the offer to the Stockholders.

(c) The holders of Preferred Stock may assign all or any portion of their rights under this Section 5 to a Member of the Same Fund Group (as defined in Article IV(B)15) or a person who is a Permitted Transferee (as defined in Article IV(B)15).

(d) Subject to Sections 5(a) and 5(b) above, any Additional Stock shall be at the disposal of the Board of Directors who may issue, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

(e) This Section 5 (Right of First Offer) shall not apply to any warrants originally issued to SVB Financial Group and/or its affiliates, including that Warrant to Purchase Stock issued on or around the date hereof to SVB Financial Group, as amended and/or restated and as may be transferred from time to time (the "SVB Warrants") and the shares issued upon exercise of the SVB Warrants.

6. Transfer of Shares; General.

(a) In Sections 6 through 13 (inclusive), reference to the transfer of a share of Preferred Stock and/or Common Stock ("Stock") includes the transfer or assignment of a beneficial or other interest in that share of Stock, or the creation of a trust or encumbrance over that share of Stock, and reference to a share of Stock includes a beneficial or other interest in a share of Stock; *provided, however*, subject to the provisions of the applicable SVB Warrant, that the unexercised, or unexercised portion of the, SVB Warrants shall be excluded from Sections 6 through 13 hereof, *provided further*, that the shares issued upon exercise of the SVB Warrants shall be subject to Sections 6 through 13.

(b) No share of Stock may be transferred unless the transfer is made in accordance with this Certificate of Incorporation.

(c) If a Stockholder transfers (or purports to transfer) a share of Stock other than in accordance with this Certificate of Incorporation, he will if requested by the Board of Directors (or an Investor Majority) in writing to remedy the position, take such steps as are necessary to ensure that such transfer (or purported transfer) does not occur or is otherwise made in accordance with this Certificate of Incorporation and if the Stockholder fails to remedy that situation to the reasonable satisfaction of the Board of Directors or an Investor Majority (as the case may be) within 20 business days of receipt of such written notice, he shall be deemed immediately to have served a Transfer Notice (as defined hereafter) in respect of all shares of Stock held by him.

(d) The Board of Directors may, as a condition to the registration of any transfer of shares of Stock in the Corporation (whether pursuant to a Permitted Transfer or otherwise, including pursuant to Section 5(d)), require the transferee to execute and deliver to the Corporation an agreement agreeing to be bound by the terms of any stockholders' agreement or similar document in force between some or all of the Stockholders and the Corporation in any form as the Board of Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Section 6(d) the transfer may not be registered unless that agreement has been executed and delivered to the Corporation's registered office by the transferee.

(e) To enable the Board of Directors to determine whether or not there has been any transfer of shares of Stock of the Corporation (or any interest in shares of Stock of the Corporation) in breach of this Certificate of Incorporation, the Board of Directors may require any Stockholder or the legal personal representatives of any deceased Stockholder or any person named as transferee in any transfer lodged for registration or any other person who the Board of Directors may reasonably believe to have information relevant to that purpose, to furnish to the Corporation that information and evidence the Board of Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares of Stock of the Corporation from time to time registered in the Stockholder's name. If the information or evidence is not provided to enable the Board of Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Board of Directors are reasonably satisfied that a breach has occurred, the Board of Directors shall immediately notify the holder of such shares of the Corporation in writing of that fact and the following shall occur:

(i) the relevant shares of Stock shall cease to confer on such Stockholder (or any proxy of such Stockholder) any rights (A) to vote whether at a general meeting, special meeting or on a written resolution of the Corporation provided that such rights shall not cease if as a result of such cessation the Corporation shall become a subsidiary of a Preferred Stockholder; or (B) to receive dividends or other distributions (other than the amount they may be entitled to pursuant to the application of Article IV(B)(1)) otherwise attaching to those shares of Stock or to any further shares of Stock issued; and

(ii) the holder may be required at any time following receipt of the notice to transfer some or all of its shares of Stock to any person(s) at the price that the Board of Directors may require by notice in writing to that Stockholder.

The rights referred to in this Article IV(B)(6)(e)(i) may be reinstated by the Board of Directors and Investor Majority and shall in any event be reinstated upon the completion of any transfer referred to in Article IV(B)(6)(e)(ii) above.

(f) In any case where the Board of Directors requires a Transfer Notice to be given in respect of any shares of Stock, if a Transfer Notice is not duly given within a period of 10 business days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. If a Transfer Notice is required to be given or is deemed to have been given under this Certificate of Incorporation, the Transfer Notice will be treated as having specified that:

(i) Subject to Article IV(B)(8)(b)(ii), the Transfer Price for the Sale Shares (as defined in Article IV(B)(8)(b)(i)) will be as agreed between the Board of Directors (excluding any director with whom the Seller (as defined in Article IV(B)(8)(b)) is connected) and the Seller, or, failing agreement within five business days after the date on which the Board of Directors becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value (as defined in Article IV(B)(9)(c)) of the Sale Shares;

(ii) it does not include a Minimum Transfer Condition (as defined in Article IV(B)(8)(b)(iv)); and

(iii) the Seller wishes to transfer all the shares of Stock held by it.

(g) The shares of Stock may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Board of Directors, which is executed by or on behalf of the transferor and the transferee.

(h) The Board of Directors may refuse to register a transfer if:

(i) it is a transfer of a share of Stock to a bankrupt, a minor or a person of unsound mind;

(ii) it is a transfer of a share of Stock which is not fully paid:

(A) to a person of whom the Board of Directors does not approve (except in respect of Series A Preferred Shares); or

(B) on which share(s) of Stock the Corporation has a lien;

(iii) the transfer is not accompanied by the certificate for the shares of Stock to which it relates and such other evidence as the Board of Directors may reasonably require to show the right of the transferor to make the transfer;

(iv) the transfer is in respect of more than one class of shares of Stock;

(v) the transfer is in favor of more than four transferees; or

(vi) the transfer is to a person who is, in the reasonable opinion of the Board of Directors and/or Investor Majority, a competitor of the Corporation.

7. Permitted Transfers

(a) Subject to Section 7(g) any Stockholder (the "Original Stockholder") may transfer all or any of his or its shares of Stock to a Permitted Transferee (as defined in Article IV(B)(15)(b)(iii)) without restriction as to price or otherwise.

(b) Where under the provision of a deceased Stockholder's will or laws as to intestacy, the persons legally or beneficially entitled to any shares of Stock, whether immediately or contingently, are Permitted Transferees of the deceased Stockholder, the legal representative of the deceased Stockholder may transfer any share of Stock to those Permitted Transferees, in each case without restriction as to price or otherwise. Shares of Stock previously transferred as permitted by this Section 7(b) may be transferred by the transferee to any other Permitted Transferee of the Original Stockholder without restriction as to price or otherwise.

(c) If a Permitted Transferee who was a Member of the Same Group as the Original Stockholder ceases to be a Member of the Same Group as the Original Stockholder, the Permitted Transferee must not later than five business days after the date on which the Permitted Transferee so ceases, transfer the shares of Stock held by it to the Original Stockholder or a Member of the Same Group as the Original Stockholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those shares of Stock.

(d) If a Permitted Transferee who was a Member of the Same Fund Group as the Original Stockholder ceases to be a Member of the Same Fund Group, the Permitted Transferee must not later than five business days after the date on which the Permitted Transferee so ceases, transfer the shares of Stock held by it to the Original Stockholder or a Member of the Same Fund Group as the Original Stockholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such shares of Stock.

(e) Trustees (as defined hereafter) may (i) transfer shares of Stock to a company in which they hold the whole of the share capital and which they control (a "Qualifying Corporation") or (ii) transfer shares of Stock to the Original Stockholder or to another Permitted Transferee of the Original Stockholder or (iii) transfer shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise. "Trustees" in relation to a Stockholder shall mean the trustee or trustees of a Family Trust of such Stockholder. "Family Trust" means as regards any particular individual member or deceased or former individual member, a trust (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares of Stock in question is for the time being vested in any person other than the individual and/or Immediate Family of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a share if such share of Stock or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons.

(f) No transfer of shares of Stock may be made to Trustees unless the Board of Directors is satisfied:

(i) with the terms of the trust instrument and in particular with the powers of the trustees;

(ii) with the identity of the proposed transferee;

(iii) the proposed transfer will not result in 50% or more of the aggregate of the Corporation's capital stock being held by trustees of that and any other trusts; and

(iv) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Corporation.

(g) If a corporation to which a share of Stock has been transferred under Section 6(e), ceases to be a Qualifying Corporation it must within five business days of so ceasing, transfer the shares of Stock held by it to the Trustees or to a Qualifying Corporation (any may do so without restriction as to price or otherwise) failing which it will be deemed to have given a Transfer Notice in respect of such shares of Stock.

(h) If a Permitted Transferee who is a spouse or civil partner (where applicable) of the Original Stockholder ceases to be a spouse or civil partner of the Original Stockholder whether by reason of divorce or otherwise he must, within 15 business days of ceasing either:

(i) execute and deliver to the Corporation a transfer of the shares of Stock held by him to the Original Stockholder (or, to any Permitted Transferee of the Original Stockholder) for such consideration as may be agreed between them; or

(ii) give a Transfer Notice to the Corporation in accordance with Section 8(b),
failing which he shall be deemed to have given a Transfer Notice.

(i) On the death (subject to Section 7(b)), bankruptcy, liquidation, administrator or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five business days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Corporation a transfer of the shares of Stock held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Stockholder if still living or in existence (and not bankrupt or in liquidation) or, if so directed by the Original Stockholder, to any Permitted Transferee of the Original Stockholder. If the transfer is not executed and delivered within five business days of such period or if the Original Stockholder has died or is bankrupt or is in liquidation, administration or administrative receivership the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.

(j) A transfer of any shares of Stock approved by an Investor Majority may be made without restriction as to price or otherwise and each transfer shall be registered by the Board of Directors.

(k) Any shares of Stock may at any time be transferred where there is a sale of the entire issued share capital of the Corporation to a Holding Corporation (as defined hereafter), which has been approved by a majority of the Board of Directors and Investor Majority. "Holding Corporation" shall mean a newly formed holding corporation, pursuant to which the membership, pro rata shareholdings and classes of stock comprised in such holding corporation matches that of the Corporation immediately prior to such transfer.

8. Transfers of Shares of Stock Subject to Right of First Offer (Pre-Emption) Rights

(a) Save where where the provisions of Article IV(B)(6)(f)(ii), Article IV(B)(7), Article IV(B)(10), Article IV(B)(11) and Article IV(B)(12) apply, any transfer of Shares by a Stockholder shall be subject to the right of first offer rights contained in this Section 8.

(b) Any Stockholder who wishes to transfer any shares of Stock (a "Seller") shall, except as otherwise provided in this Certificate of Incorporation, before transferring or agreeing to transfer any shares of Stock give notice in writing (a "Transfer Notice") to the Corporation specifying:

(i) the number and class of shares of Stock which he wishes to transfer (the "Sale Shares")

(ii) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;

(iii) the price per share of Stock (in cash) at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board of Directors (the "Transfer Price"); and

(iv) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Stockholders (a "Minimum Transfer Condition").

(c) Subject to Article IV(B)(9)(h), except with the consent of the Board of Directors, no Transfer Notice once given or deemed to have been given under this Certificate of Incorporation may be withdrawn.

(d) A Transfer Notice constitutes the Corporation the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

(e) As soon as practicable following the later of:

(i) receipt of a Transfer Notice; and

(ii) in the case where the Transfer Price has not been specified or the Transfer Notice is deemed to have been served, the determination of the Transfer Price under Section 9,

the Board of Directors shall offer the Sale Shares for sale to the Equity Shareholders in the manner set out in Sections 8(f) to 8(g). Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

(f) **Priority for offer of Sale Shares.** The Corporation shall offer the Sale Shares in the following priority:

(i) first, to the holders of Series Seed Preferred Stock and Series A Preferred Stock;

(ii) second, to the holders of Common Stock,

in each case on the basis set out in Section 8(g).

(g) **Transfers: First Offer**

(i) The Board of Directors shall offer the Sale Shares pursuant to the Priority Rights (as defined hereafter) specified in the offer other than the Seller (the "Continuing Stockholders") inviting them to apply in writing within the period from the date of the offer to the date 15 business days after the offer (inclusive) (the "First Offer Period") for the maximum number of Sale Shares they wish to buy. "Priority Rights" means the rights of Stockholders to purchase shares of Stock contained in a Transfer Notice in the priority stipulated in subsection (f) above and shall also be applicable wherever a Transfer Notice is deemed to be served under this Certificate of Incorporation.

(ii) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under this Section 8(g) will be conditional on the fulfilment of the Minimum Transfer Condition.

(iii) If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board of Directors shall allocate the Sale Shares to each Continuing Stockholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of shares of Stock bears to the total number of shares of Stock held by those Continuing Stockholders who have applied for Sale Shares but no allocation shall be made to a Stockholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

(iv) If not all Sale Shares are allocated in accordance with Section 8(g)(iii) but there are applications for Sale Shares that have not been satisfied those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in Section 8(g)(iii), such allocation to continue until such time as the Sale Shares have been allocated to Continuing Shareholders;

(v) If, at the end of the Offer Period (as defined in Article IV(B)(13), the number of Sale Shares applied for is less than the number of Sale Shares, the Board of Directors shall allocate the Sale Shares to the Continuing Stockholders in accordance with their applications and the balance (the "Initial Surplus Shares") will be dealt with in accordance with Section 8(h).

(h) **Transfers: Second Offer**

(i) At the end of the First Offer Period, the Board of Directors shall offer the Initial Surplus Shares to all the Continuing Stockholders inviting them to apply in writing within the period from the date of the offer to the date 15 business days after the date of the offer (inclusive) (the "Second Offer Period") for the maximum number of the Initial Surplus Shares they wish to buy.

(ii) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board of Directors shall allocate the remaining Initial Surplus Shares to each Continuing Stockholder in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding of shares of Stock bears to the total number of shares of Stock (including Sale Shares) held by those Continuing Stockholders who have applied during the Second Offer Period for Initial Surplus Shares but no allocation shall be made to a Stockholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.

(iii) If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board of Directors shall allocate the Initial Surplus Shares to the Continuing Stockholders in accordance with their applications and the balance (the "Second Surplus Shares") will be offered to any other person in accordance with Section 8(i).

(i) **Completion of transfer of Sale Shares**

(i) If the Transfer Notice includes a Minimum Transfer Condition and the total number of shares of Stock applied for is less than the number of Sale Shares the Board of Directors shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Sections 8(g) and (h) stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

(ii) If:

(A) the Transfer Notice does not include a Minimum Transfer Condition; and/or

(B) allocations have been made in respect of all Sale Shares,

the Board of Directors shall, when no further offers are required to be made under Sections 8(g) and (h), give written notice of allocation (an "Allocation Notice") to the Seller and each Stockholder to whom Sale Shares have been allocated (an "Applicant") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 business days nor more than 20 business days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

(iii) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

(iv) If the Seller fails to comply with the provisions of Section 8(i)(iii):

(A) The President of the Corporation, or failing him, one of the directors, or some other person nominated by a resolution of the Board of Directors, may on behalf of the Seller:

(1) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

(2) receive the Transfer Price and give a good discharge for it; and

(3) record the Applicants as the holders of the shares of Stock purchased by them; and

(B) the Corporation shall pay the Transfer Price into a separate bank account in the Corporation's name on trust (but without interest) for the Seller until he has delivered to the Corporation his certificate or certificates for the relevant shares of Stock (or an indemnity, in a form reasonably satisfactory to the Board of Directors, in respect of any lost certificate).

(v) If an Allocation Notice does not relate to all the Sale Shares then, subject to Section 8(i)(vi) the Seller may, within eight weeks after service of the Allocation Notice, transfer the Second Surplus Shares to any person at a price at least equal to the Transfer Price provided that the sale of the Second Surplus Shares shall continue to be subject to any Minimum Transfer Conditions.

(vi) The right of the Seller to transfer shares of Stock under Section 8(i)(v) does not apply if the Board of Directors is of the opinion on reasonable grounds that:

(A) the transferee is a person (or a nominee for, or otherwise connected with a person) who the Board of Directors determines in their absolute discretion is a competitor with (or an associate (including Member of the Same Group and/or Member of the Same Fund Group) of a competitor with) the business of the Corporation or with a subsidiary of the Corporation;

(B) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or

(C) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board of Directors for the purpose of enabling it to form the opinion mentioned above.

(vii) The provisions of all or part of Section 8 may be waived in relation to any proposed transfer of shares of Stock by the Board of Directors acting with the prior written consent of the Investor Majority.

9. Valuation of Shares pursuant to Transfer Notices.

(a) If a Transfer Notice does not specify a Transfer Price or if a Transfer Notice is deemed to have been served then, upon service of the Transfer Notice or, in the case of the deemed service of a Transfer Notice, on the date on which the Board of Directors

first has actual knowledge of the facts giving rise to such deemed service, the Board of Directors shall either:

(i) appoint expert valuers in accordance with Section 9(b) (the "Expert Valuers") to certify the Fair Value of the Sale Shares; or

(ii) (if the Fair Value has been certified by Expert Valuers within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice.

(b) The Expert Valuers will be either:

(i) the auditors of the Corporation from time to time or, if the Corporation has lawfully not appointed auditors, its accountants; or if so specified in the relevant Transfer Notice,

(ii) an independent firm of accountants to be agreed between the Board of Directors and the Seller or failing agreement not later than the date 10 business days after the date of service of the Transfer Notice to be appointed by the Association of Chartered Accountants in the United States on the application of either party.

(c) The "Fair Value" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases:

(i) valuing the Sale Shares on an arm's length sale between a willing seller and a willing buyer;

(ii) if the Corporation is then carrying on business as a going concern, on the assumption that it will continue to do so;

(iii) that the Sale Shares are capable of being transferred without restrictions;

(iv) valuing the Sale Shares as a rateable proportion of the total value of all the then outstanding shares of Stock without any premium or discount being attributable to the percentage of the then outstanding capital of the Corporation which they represent; and

(v) reflect any other factors which the Expert Valuers reasonably believe should be taken into account.

(d) If any difficulty arises in applying any of these assumptions or bases then the Expert Valuers shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit.

(e) The Expert Valuers shall be requested to determine the Fair Value within 20 business days of their appointment and to notify the Board of Directors of their determination.

(f) The Expert Valuers shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error).

(g) The Board of Directors will give the Expert Valuers access to all accounting records or other relevant documents of the Corporation subject to them agreeing such confidentiality provisions as the Board of Directors may reasonably impose.

(h) The Expert Valuers shall deliver their certificate to the Corporation. As soon as the Corporation receives the certificate it shall deliver a copy of it to the Seller. Unless the shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Corporation within five business days of the service on him of the copy certificate, cancel the Corporation's authority to sell the Sale Shares.

(i) The cost of obtaining the certificate shall be paid by the Corporation unless:

- (i) the Seller cancels the Corporation's authority to sell; or
- (ii) the sale is pursuant to a Transfer Notice which is deemed to have been served, and the Sale Price certified by the Expert Valuers is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed, in which case the Seller shall bear the cost.

10. Compulsory Transfers.

(a) A person entitled to a share of Stock as a consequence of the bankruptcy of a Stockholder shall be deemed to have given a Transfer Notice in respect of that share of Stock at a time determined by the Board of Directors.

(b) If a share of Stock remains registered in the name of a deceased Stockholder for longer than one year after the date of his death, the Board of Directors may require the legal personal representatives of that deceased Stockholder either:

- (i) to effect a Permitted Transfer of such shares of Stock (including for this purpose an election to be registered in respect of the Permitted Transfer); or
- (ii) to show to the satisfaction of the Board of Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Stockholder.

If either requirement in this Section 10(b) shall not be fulfilled to the satisfaction of the Board of Directors, a Transfer Notice shall be deemed to have been given in respect of each such share of

Stock save to the extent that, the Board of Directors may otherwise determine.

(c) If a Stockholder which is a company or a Permitted Transferee of that Stockholder, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets, the relevant Stockholder or Permitted Transferee shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Stockholder and/or such Permitted Transferee save to the extent that, and at a time, the Board of Directors may determine.

(d) If there there is a change in control of any Stockholder which is a company (other than Touchstone Innovations Businesses LLP or any Permitted Transferee thereof), it shall be bound at any time, if and when required in writing by the Board of Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the shares of Stock registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those shares of Stock back to the original Stockholder from whom it received its shares of Stock or to any other Permitted Transferee before being required to serve a Transfer Notice.

11. **Co Sale Right.**

(a) No transfer (other than a Permitted Transfer) of any of the shares of Stock may be made or validly registered unless the relevant Stockholder (a "Selling Stockholder") shall have observed the following procedures of this Certificate of Incorporation.

(b) Unless the Investor Majority agree otherwise in writing, after the Selling Stockholder has gone through the right of first offer (pre-emption) process set out in Article IV(B)(8) (to the extent not waived pursuant to Article IV(B)(8)(j)) the Selling Stockholder shall give to each Stockholder who has not taken up their pre-emptive rights under Article IV(B)(8) not less than 15 business days' notice in advance of the proposed sale (a "Co-Sale Notice"). The Co-Sale Notice shall specify:

- (i) the identity of the proposed purchaser (the "Buyer");
- (ii) the price per share which the Buyer is proposing to pay;
- (iii) the manner in which the consideration is to be paid;
- (iv) the number of shares of Stock which the Selling Stockholder proposes to sell; and
- (v) the address where the counter notice should be sent.

(c) Each Stockholder shall be entitled within five business days after receipt of the Co-Sale Notice, to notify the Selling Stockholder that they wish to sell a certain number of shares of Stock held by them at the proposed sale price, by sending a courier notice which shall specify the number of shares of Stock which such Stockholder wishes to sell. The maximum number of shares which an Stockholder call sell under this procedure shall be:

$$(\frac{X}{Y}) \times Z$$

where

X is the number of shares of Stock held by the Stockholder;

Y is the total number of shares of Stock; and

Z is the number of shares of Stock the Selling Stockholder proposes to sell.

Any Stockholder who does not send a counter notice within such five business day period shall be deemed to have specified that they wish to sell no shares.

(d) Following the expiry of five business days from the date the Stockholders receive the Co-Sale Notice, the Selling Stockholder shall be entitled to sell to the Buyer on the terms notified to the Stockholders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Stockholders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Stockholders the number of shares they have respectively indicated they wish to sell on terms no less favorable than those obtained by the Selling Stockholder from the Buyer.

(e) No sale by the Selling Stockholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice.

(f) Sales made in accordance with this Section 11 shall not be subject to Article IV(B)(8).

12. **Drag Along.**

(a) If an Investor Majority (which for the purposes of this Article IV(B)(12), shall mean a majority in number of the Lead Investors (as defined in Article IV(B)(15)(b)(ii)) who hold at least 9% of the fully-diluted share capital of the Corporation from time to time) (the "Dragging Stockholders"), acting with the approval of the Board of Directors, wish to transfer all their interest in Stock (the "Sellers' Stock") to a Proposed Purchaser, or consent in their capacity as Stockholders to enter into a Liquidation Transaction, the Dragging Stockholders shall have the option (the "Drag Along Option") to require all the other holders of Stock (the "Called Stockholders") to sell and transfer all their Stock to the Proposed Purchaser or as the Proposed Purchaser shall direct in accordance with the provisions of this Certificate of Incorporation. The Stockholders shall be required to take all actions with respect to the Liquidation Transaction as are required by the Board of Directors to facilitate the Liquidation Transaction. If any Stockholder fails to comply with the provisions of this Section 12, the Corporation shall be constituted the agent of each defaulting Stockholder for taking such actions as are necessary to effect the Liquidation Transaction and the Board of Directors may authorize an officer or member to execute and deliver on behalf of such defaulting Stockholder the necessary documents and the Corporation may receive any purchase money due to the defaulting Stockholder in trust for each of the defaulting Stockholders.

(b) The Dragging Stockholders may exercise the Drag Along Option by giving a written notice to that effect (a "Drag Along Notice") to the Called Stockholders at any time before the transfer of the Sellers' Stock to the Proposed Purchaser. A Drag Along Notice shall specify that the Called Stockholders are required to transfer all their Stock (the "Called Stock") under this Section 12, the person to whom they are to be transferred, the consideration for which the Called Stock are to be transferred (calculated in accordance with this Section 12) and the proposed date of transfer.

(c) Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Stock by the Dragging Stockholders to the Proposed Purchaser within 15 business days after the date of service of the Drag Along Notice. The Dragging Stockholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

(d) Subject to Section 12(e), the consideration (in cash or otherwise) for which the Called Stockholders shall be obliged to sell each of the shares of Called Stock shall be that to which they would be entitled if the total consideration proposed to be paid by the Proposed Purchaser were distributed to the holders of the Called Stock and the Sellers' Stock in accordance with the provisions of Article IV(B)(2).

(e) In the event of a Corporate Reorganization (as defined hereafter), the consideration for which the Called Stockholders shall be obliged to sell each of the Called Stock shall be New Corporation Stock (as defined hereafter).

"Corporate Reorganization" means a reorganization whereby it is proposed that an exchange of shares of Stock occurs so that a corporation (the "New Holding Corporation") acquires all the Stock and the following conditions are met: (i) consideration for all the Stock (the "Old Stock") consists wholly of shares in the New Holding Corporation ("New Corporation Stock"); (ii) consideration for New Corporation Stock is of Old Stock of the same class and carrying the same, or substantially the same, rights; and (iii) New Corporation Stock are issued to the holders of Old Stock in proportion to their holding

(f) No Drag Along Notice may require a Called Stockholder to agree to any terms except those specifically provided for in this Certificate of Incorporation.

(g) Within five business days of the Dragging Stockholders serving a Drag Along Notice on the Called Stockholders, the Called Stockholders shall deliver their shares of Stock in favour of the Proposed Purchaser or as the Proposed Purchaser shall direct, together with the relevant stock certificate(s) (or a suitable indemnity in lieu thereof) to the Corporation.

(h) Completion of the sale and purchase of the Called Shares (the "Drag Along Completion Date") shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless:

(i) all of the Called Stockholders and the Dragging Stockholders otherwise agree; or

(ii) the date is less than five business days after the date of service of the Drag Along Notice, in which case completion of the sale and purchase of the Called Shares shall take place five business days after the date of service of the Drag Along Notice.

(i) On the Drag Along Completion Date (other than in respect of a Corporate Reorganization) the Corporation shall pay the Called Stockholders, on behalf of the Proposed Purchaser, the amounts they are due pursuant to Section 12(d) to the extent the Proposed Purchaser has put the Corporation in the requisite funds. The Corporation's receipt for the amounts due pursuant to Section 12(d) shall be a good discharge to the Purchaser. Pending payment to the Dragged Stockholder, the Corporation shall hold the amounts due to the Called Stockholders pursuant to Section 12(d) in trust for the Called Stockholders without any obligation to pay interest.

(j) To the extent that the Proposed Purchaser has not, on the Drag Along Completion Date, put the Corporation in funds to pay the amounts due pursuant to Section 12(d) (if applicable), the Called Stockholders shall be entitled to the return of the stock certificate (or suitable indemnity) for the relevant Stock and the Called Stockholders shall have no further rights or obligations under this Section 12 in respect of that Drag Along Notice.

(k) If a Called Stockholder fails to deliver stock certificates (or suitable indemnity) for its Stock to the Corporation prior to the Drag Along Completion Date, the Board of Directors shall, if requested by the Proposed Purchaser, authorize any director to transfer the Called Stockholder's Stock on the Called Stockholder's behalf to the Proposed Purchaser (or its nominee(s)) to the extent the Proposed Purchaser has, at the Drag Along Completion Date, either:

(i) put the Corporation in funds to pay the amounts due pursuant to Section 12(d) (if applicable); or

(ii) issued the New Corporation Stock pursuant to Section 12(e) (if applicable),

for the Called Stockholder's Stock offered to him. The Board of Directors shall then authorize registration of the transfer once appropriate duties has been paid (if any). The defaulting Called Stockholder shall surrender his stock certificate for his Stock (or provide a suitable indemnity) to the Corporation. On surrender, he shall be entitled to the consideration due to him pursuant to Section 12(d) or (e) (as the case may be).

(l) Notwithstanding the above, on a Liquidation Transaction, if a Called Stockholder fails to deliver stock transfer forms, stock certificates or any other document required to effect the transfer of its shares pursuant to the Corporate Reorganization, any director of the Corporation may, as agent and attorney on behalf of the Called Stockholder, complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Called Stockholders' Stock to the Proposed Purchaser.

(m) Any transfer of Stock to a Proposed Purchaser (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Sections 8 or 11.

(n) If any new shares of Stock ("New Stock") are issued to any person, following the issue of a Drag Along Notice, pursuant to the exercise of an option to acquire shares in the Corporation or pursuant to the conversion of any convertible security of the Corporation, or any person becomes a member of the Corporation following a transfer of Stock (in each case, a ("New Stockholder")):

(i) a Drag Along Notice shall be deemed to have been served (without a requirement on the Corporation to re-deliver such notice) on the New Stockholder in respect of their New Stock immediately upon that issue or transfer of New Stock on the same terms as the previous Drag Along Notice;

(ii) the New Stockholder shall then be bound to sell and transfer all such New Stock to the Proposed Purchaser or as the Proposed Purchaser may direct;

(iii) the provisions of this Article IV(B)(12) shall apply with the necessary changes to the New Stockholder, except that if the date on which the Drag Along Notice was deemed to have been served on the New Stockholder is after the Drag Along Completion Date, completion of the sale of the New Stock shall take place five business days after the date on which the Drag Along Notice was deemed served on the New Stockholder, or such other date as may be approved in writing by the Board of Directors; and

(iv) the New Stockholder:

(A) shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the transfer of their shares of Stock to the Proposed Purchaser in connection with the deemed Drag Along Notice;

(B) shall take all actions required with respect to the transfer of their shares of Stock to the Proposed Purchaser in connection with the deemed Drag Along Notice as are required by the Board of Directors and if the New Stockholder fails to comply with the provisions of this Article IV(B)(12), the Corporation shall be constituted the agent of the defaulting New Stockholder to take such actions as are necessary to effect the proposed transfer of their shares of Stock to the Proposed Purchaser in connection with the deemed Drag Along Notice, together with any ancillary matter thereto including authorizing the Corporation's directors to execute and deliver such documents as may be required on behalf of such defaulting New Stockholder; and

(C) (in the case of a Drag Along Notice served or deemed to have been served in connection with a Corporate Reorganization shall consent to, authorize and raise no objection to the New Holding Corporation registering the New Stockholder's ownership of shares of the New Corporation Stock in connection with the transfer of their shares of New Stock to the New Holding Corporation.

13. **Mandatory Offer on a Change of Control.**

(a) Except in the case of Permitted Transfers and transfers pursuant to Article IV(B)(5)(d) or Article IV(B)(10), after going through the right of first offer procedure in Article IV(B)(8), the provisions of Section 13(b) will apply if one or more proposed sellers (a "Proposed Seller") propose to transfer in one or a series of related transactions any Stock (the "Proposed Transfer") which would, if put into effect, result in any Proposed Purchaser or their associates (including any Member of the Same Group and Member of the Same Fund Group) acquiring a controlling interest in the Corporation.

(b) A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "Offer") to all of the other Stockholders to acquire all of the issued Stock for a consideration per share of Stock the value of which is at least equal to the Specified Price (as defined in Section 13(g)).

(c) The Offer must be given by written notice (a "Proposed Sale Notice") at least 10 business days (the "Offer Period") prior to the proposed sale date ("Proposed Sale Date"). The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of shares of Stock proposed to be purchased by the Proposed Purchaser (the "Proposed Sale Shares").

(d) If any other Stockholder is not given the rights accorded him by this Section 13, the Proposed Sellers will not be entitled to complete their sale and the Corporation will not register any transfer intended to carry that sale into effect.

(e) If the Offer is accepted by any Stockholder (an "Accepting Stockholder") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Stock held by Accepting Stockholders.

(f) The Proposed Transfer is subject to the right of first offer provisions of Article IV(B)(8) but the purchase of the Accepting Stockholders' shares shall not be subject to Article IV(B)(8).

(g) For purposes of this Certificate of Incorporation, the expression "Specified Price" shall mean in respect of each share of Stock a sum in cash equal to the highest price per share of Stock offered or paid by the Proposed Purchaser:

(i) in the Proposed Transfer; or

(ii) in any related or previous transaction by the Proposed Purchaser or any person acting in concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum (as defined hereafter), of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person acting in concert with the Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Stock (the "Supplemental Consideration") provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the

Accepting Stockholders in accordance with the provisions of Article IV(B)(2);

(iii) $\text{Relevant Sum} = C \div A$

where: A = number of shares of Stock being sold in connection with the relevant Proposed Transfer;

C = the Supplemental Consideration.

(h) The provisions of all or part of this Article IV(B)(13) may be waived by the Board of Directors acting with the prior written consent of the Investor Majority (which for the purposes of this Article IV(B)(13)(h) shall mean a majority in number of the Lead Investors who hold at least 9% of the fully-diluted share capital of the Corporation from time to time).

14. **Voting Rights and Powers.** Except as expressly provided by this Certificate of Incorporation or as provided by law, the holders of Preferred Stock shall be entitled to the same voting rights as the holders of the Common Stock and to notice of any Stockholders' meeting in accordance with the Bylaws of the Corporation, and the holders of Common Stock and the holders of Preferred Stock shall vote together as a single class on all matters. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could be converted. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded down to the nearest whole number.

15. **Protective Provisions (Variation of Rights).**

(a) The Corporation shall not (by amendment, merger, consolidation or otherwise) alter or change the powers, rights, preferences, privileges or restrictions of the Corporation's shares of Common Stock and/or Preferred Stock without first obtaining the approval (by vote or written consent, as provided by law, and either prospectively or retrospectively) of the holders of at least 66% of the then outstanding shares of Preferred Stock and Common Stock, voting together as a single class on an as-converted basis. In addition:

(i) So long as shares of Series Seed Preferred Stock are outstanding, the Corporation shall not (by amendment, merger, consolidation or otherwise) alter or change the powers, rights, preferences, privileges or restrictions of the Corporation's shares of Series Seed Preferred Stock without first obtaining the approval (by vote or written consent, as provided by law, and either prospectively or retrospectively) of the holders of at least 50% of the then outstanding shares of Series Seed Preferred Stock; and

(ii) So long as shares of Series A Preferred Stock are outstanding, the Corporation shall not (by amendment, merger, consolidation or otherwise) alter or change the powers, rights, preferences, privileges or restrictions of the Corporation's shares of Series A Preferred Stock without first obtaining the approval (by vote or written consent, as

provided by law, and either prospectively or retrospectively) of the holders of at least 50% of the then outstanding shares of Sers A Preferred Stock.

(b) The Corporation shall not (by amendment, merger, consolidation or otherwise) create, or authorize the creation of any additional class or series of capital stock unless the same ranks junior to the Preferred Stock with respect to conversion rights, the payment of dividends, and the distribution of assets on the liquidation, dissolution or winding up of the Corporation without first obtaining the approval (by vote or written consent, as provided by law, and either prospectively or retrospectively) of the holders of at least a majority of the then outstanding shares of Preferred Stock and Common Stock, voting together as a single class on an as-converted basis, provided that such majority shall require an Investor Majority.

(i) An “Investor Majority” shall mean a majority in number of such Lead Investors who hold at least 10% of the Corporation's fully-diluted share capital (assuming full conversion and exercise of all convertible or exercisable securities) from time to time.

(ii) The “Lead Investors” shall include Open Ocean Fund Three Ky, Wellington Partners Ventures V Technology Fund LP, Oxford and Touchstone Innovations Businesses LLP, or their Permitted Transferees (as defined hereafter), in each case if and for so long as they are a Stockholder (or in the case of Oxford, any Oxford Fund remains a Stockholder), and any other Stockholder approved by an Investor Majority.

(iii) “Permitted Transferees” shall include:

(A) In relation to any Stockholder, any “Employee Trust,” being any trust, the terms of which are approved by an Investor Majority, whose beneficiaries are limited to employees (including executive directors);

(B) in relation to any Stockholder, which is an Employee Trust, any “Employee,” being any individual who is employed by, or who is an officer of or who provides consultancy services to the Corporation or its Affiliates (as defined hereafter);

(C) in relation to a Stockholder who is an individual, any of a Stockholder’s Immediate Family or a trust for the benefit of the Stockholder or the Stockholder’s Immediate Family (“Immediate Family” as used herein shall mean spouse, civil partner (where applicable), child or grandchild (including step or adopted or nonmarital child and their descendants));

(D) in relation to a Stockholder that is an entity, any Affiliate of such entity (a “Member of the Same Group”);

(E) in relation to any Stockholder which is an “Investment Fund,” being any fund, partnership, company, syndicate or other entity whose business is managed by a “Fund Manager,” being any person whose principal business is to make, manage or advise upon investments in securities or a nominee of that person, any Member of the Same Fund Group (as defined hereafter);

(F) in relation to any holder of Preferred Stock:

(1) that is an Investment Fund, to any “Member of the Same Fund Group,” which shall include:

(a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of an Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business);

(b) any Investment Fund managed by that Fund Manager;

(c) any Affiliate (as defined hereafter) of that Fund Manager;

(d) any trustee, nominee or custodian of such Investment Fund and vice versa;

(G) an “Affiliate,” which shall include, with respect to any holder of Preferred Stock, any other person or entity which, directly or indirectly, controls, is controlled by or is under common control with such holder of Preferred Stock, including, without limitation, any general partner, managing member, officer or director of such holder of Preferred Stock, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, such Investor;

(H) any other holder of Preferred Stock; or

(I) any nominee of any holder of Preferred Stock.

16. Voting for the Election of Directors.

(a) The holders of shares of Preferred Stock shall be entitled to elect four (4) directors of this corporation at any election of directors. The holders of outstanding Common Stock shall be entitled to elect two (2) directors of this corporation at any election of directors. The holders of Preferred Stock and Common Stock (voting together as a single class and not as separate series, and on an as-converted basis) shall be entitled to elect any remaining directors of this corporation.

Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the Delaware General Corporation Law, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Certificate of Incorporation, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such

vacancy occurs among the directors elected by the holders of a class or series of stock, the holders of shares of such class or series may override the Board of Directors' action to fill such vacancy by (i) voting for their own designee to fill such vacancy at a meeting of this corporation's stockholders or (ii) written consent, if the consenting stockholders hold a sufficient number of shares to elect their designee at a meeting of the stockholders. Any director may be removed during his or her term of office, either with or without cause, by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to written consent.

(b) For so long as it, or its Permitted Transferees, is or remains a Stockholder, Open Ocean Fund Three Ky shall have the right, exercisable in accordance with Section 16(h) below, to appoint and maintain in office one natural person as a director of the Corporation and to remove the director so appointed and upon their removal to appoint another director in their place.

(c) For so long as it, or its Permitted Transferees, is or remains a Stockholder, Wellington Partners Ventures V Technology Fund, L.P. shall have the right, exercisable in accordance with Section 16(h) below, to appoint and maintain in office one natural person as a director of the Corporation and to remove the director so appointed and upon their removal to appoint another director in their place.

(d) For so long as it, or its Permitted Transferees, is or remains a Stockholder, Touchstone Innovations Businesses LLP shall have the right, exercisable in accordance with Section 16(h) below, to appoint and maintain in office one natural person as a director of the Corporation and to remove the director so appointed and upon their removal to appoint another director in their place.

(e) For so long as it, or its Permitted Transferees or any Oxford Funds (as defined hereafter) or Oxford Fund Investor (as defined hereafter), is or remains a Stockholder, Oxford (as defined hereafter) shall have the right, exercisable in accordance with Section 16(h) below, to appoint and maintain in office one natural person as a director of the Corporation and to remove the director so appointed and upon their removal to appoint another director in their place.

"Oxford" means Oxford Capital Partners LLP (OC373659) whose registered office is at 201 Cumnor Hill, Oxford, OX2 9PJ

"Oxford Funds" means any funds whether constituted as approved or unapproved funds under EIS, limited partnerships, limited liability partnerships or otherwise in each case managed by or advised by Oxford that have an interest in the Corporation's capital stock from time to time or, as the context requires, in the future invests in the Corporation's capital stock.

"Oxford Fund Investor" means any person who has an investment in any of the Oxford Funds and thereby has become a member of an Oxford Fund or is a member of the Oxford Funds' investors' committee from time to time.

(f) The holders of a majority of the outstanding Common Stock shall have the right, exercisable in accordance with Section 16(h) below, to appoint and maintain in office two natural persons as directors of the Corporation and to remove any director so appointed and upon their removal to appoint another director in their place.

(g) The holders of a majority of the outstanding Common Stock and an Investor Majority shall have the right (acting jointly and exercisable in accordance with Section 16(h) below) to appoint and maintain in office one natural person as director of the Corporation and to remove the director so appointed and upon their removal to appoint another director in their place.

(h) Appointment or removal of a director under Sections 16(b)-(g) shall be effective upon delivery to the Corporation's registered office of:

(i) an appropriate notice naming the relevant person signed by the relevant appointing Stockholder (or their duly authorized representatives); and

(ii) in the case of appointments only, a notice consenting to act and specifying an address for service of notices of meetings signed by the person being appointed as a director.

17. **Status of Converted Stock.** In the event any shares of Preferred Stock shall be converted pursuant to Article IV(B)4 above hereof, the shares so converted shall be cancelled and shall not be issuable by the Corporation. The Corporation shall take all such actions as are necessary to cause this Certificate of Incorporation to be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock and the authorized shares of Preferred Stock.

18. **Waiver of Rights.** Except as otherwise set forth in this Certificate of Incorporation, any of the rights, powers, preferences and other terms of a particular series of Preferred Stock set forth herein may be waived (either prospectively or retrospectively) on behalf of all holders of such series of Preferred Stock and with respect to all shares of such series of Preferred Stock by the approval (by vote or written consent, as provided by law) of the holders of a majority of the shares of such series of Preferred Stock then outstanding.

(C) Common Stock.

1. **Dividend Rights.** Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Corporation, or the occurrence of a Liquidation Transaction, the assets of the Corporation shall be distributed as provided in Article IV(B)2 above.

3. **Redemption.** The Common Stock is not mandatorily redeemable.

4. **Protective Provision.** The provisions set forth in Article IV(B)15 shall apply to the holders of Common Stock, as applicable.

5. **Voting Rights and Powers.** Each holder of Common Stock shall be entitled to the right to one vote per share of Common Stock, to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation and shall be entitled to vote upon such matters and in such manner as may be provided by law.

6. **Vesting of Common Stock and Restriction on Founder Transfers.**

(a) For purposes of this Article IV(C)6, the following definitions shall apply:

(i) **"Bad Leaver"** means if a Founder ceases to be an Employee at any time during the Relevant Period by reason of:

(A) resignation, save: (i) in circumstances determined by an employment tribunal or court of competent jurisdiction amounting to constructive, unfair or wrongful dismissal; or (ii) with the prior approval of the Board of Directors and the Investor Majority (in each case, acting reasonably with regard to the circumstances of such resignation); or

(B) by the Corporation (or any subsidiary of the Corporation) for Cause.

(ii) **"Effective Termination Date"** means the date on which the Founder's employment, directorship or consultancy terminates.

(iii) **"Employee"** means an individual who is employed by, or who is an officer of or who provides consultancy services to, the Corporation or any subsidiary of the Corporation.

(iv) **"Founders"** means Andrew Fogg and Matthew Painter, and **"Founder"** means any one of them.

(v) **"Good Leaver"** means a Founder who ceases to be an Employee and who is not a Bad Leaver.

(vi) **"Leaver's Percentage"** means, in relation to and for the purposes of determining the number of shares of Common Stock in the Corporation held by a Founder (and/or any Relevant Member of that Founder) that are required (pursuant to this Section 8) to be repurchased as a result of that Founder ceasing to be an Employee during the Relevant Period, the percentage (rounded up to two decimal places) ("Y") as calculated using the formula below:

$$Y = 100 - (2.0833 \times NM)$$

where NM = number of full calendar month which have elapsed between April 30, 2014 and the Effective Termination Date such that the Leaver's Percentage shall be zero on the first day of the 49th month after April 30, 2014.

(vii) "Relevant Member" means a member who holds shares on behalf of or shall have acquired shares directly or indirectly from a Founder pursuant to one or more Permitted Transfers (including where such shares were subscribed by such member and that member would have been entitled to receive a Permitted Transfer from a Founder), or a member who holds shares in the Corporation upon a Family Trust in respect of a Founder or a Founder's Immediate Family.

(viii) "Relevant Period" means the period commencing on April 30, 2014 and ending on the first day of the 49th month after April 30, 2014.

(ix) "Relevant Shares" means 70% of the shares of Common Stock held by the relevant Founder as at April 30, 2014.

(x) "Unvested Shares" means those Relevant Shares which are not Vested.

(xi) "Vested" means in relation to Relevant Shares those shares which are no longer capable of being repurchased under Article IV(C)8.

(xii) "Vested Shares" means those Relevant Shares which are Vested.

(b) Subject to Sections 6(c), 6(d), and 6(e), if at any time during the Relevant Period a Founder ceases to be an Employee by reason of being a Bad Leaver, all of the Relevant Shares relating to that Founder and/or a Relevant Member of that Founder shall immediately be repurchased by the Corporation at a price per share equal to \$0.001 per share. If at any time during the Relevant Period a Founder ceases to be an Employee by reason of being a Good Leaver, the Leaver's Percentage of the Relevant Shares relating to that Founder and/or a Relevant Member of that Founder shall immediately convert into Deferred Shares (rounded down to the nearest whole share).

(c) If a Founder ceases to be an Employee during the Relevant Period on the grounds of illness resulting in permanent incapacity (whether physical or mental) or death, then 50% of any Unvested Shares relating to such incapacitated or deceased Founder shall become Vested at the discretion of the Board of Directors.

(d) If a Founder ceases to be an Employee during the Relevant Period by reason of dismissal by the Corporation which is determined by an employment tribunal or court of competent jurisdiction from which there is no right of appeal to be constructive, wrongful or unfair, 100% of any Unvested Shares relating to that Founder shall immediately become Vested.

(e) If at any time during the Relevant Period there is a Liquidation Transaction or IPO, the Relevant Shares shall all immediately become Vested.

ARTICLE V

Except as otherwise set forth herein, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal Bylaws of the Corporation.

ARTICLE VI

Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

ARTICLE VII

Distributions by the Corporation may be made without regard to "preferential dividends arrears amount" or any "preferential rights," as such terms may be used in Section 500 of the California Corporations Code.

ARTICLE VIII

(A) To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(B) The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

(C) Neither any amendment nor repeal of this Article VIII, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE IX

The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (A) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (B) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes

into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

ARTICLE X

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (A) any derivative action or proceeding asserting a claim on behalf of the Corporation, (B) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (C) any action or proceeding asserting a claim against the Corporation arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's Certificate of Incorporation or Bylaws, (D) any action or proceeding asserting a claim as to which the Delaware General Corporation Law confers jurisdiction upon the Court of Chancery of the State of Delaware, or (E) any action or proceeding asserting a claim governed by the internal affairs doctrine, in each case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein.

ARTICLE XI

The name and mailing address of the incorporator are as follows:

Gary Read
20 S. Santa Cruz Ave, Suite 102
Los Gatos, CA 95030
USA

Executed, November, 13th, 2017

Gary Read
Gary Read, Incorporator



FILE COPY

**CERTIFICATE OF REGISTRATION
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC034797

UK Establishment No. BR019890

The Registrar of Companies hereby certifies that

IMPORT.IO GLOBAL INC.

has this day been registered under the Companies Act 2006 as having
established a UK Establishment in the United Kingdom.

Given at Companies House on **23rd November 2017.**



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**