

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

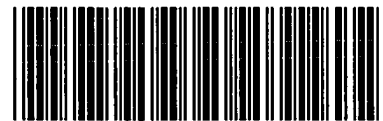
-of-

ROOM 40 PRODUCTIONS LIMITED

(Incorporated in Scotland under Registered no. SC530123)

(Adopted by Special Resolution passed on 21 October 2016)

SATURDAY



ACEMFSXL

A24

21/10/2023

#48

COMPANIES HOUSE

CONTENTS

Article	Page
1. Model Articles.....	3
2. Definitions and Interpretation.....	3
3. Share Capital.....	12
Share Rights.....	13
4. Share Issues	13
5. Dividend Rights	15
6. Return of Capital Rights	15
7. Voting Rights.....	15
8. Rights on Exit	17
9. Lien and forfeiture	18
Share Transfers.....	18
10. Prohibited Transfers	18
11. Permitted Transfers.....	20
12. Leavers.....	21
13. Pre-Emption on Transfer	25
14. Drag Along	27
15. Tag Along	29
Shareholder Meetings.....	31
16. Proceedings of Shareholders	31
Directors	32
17. Number of Directors.....	32
18. Alternate Directors	32
19. Proceedings of Directors.....	32
20. Directors' Interests	33
21. Appointment AND REMOVAL of Directors	36
22. Retirement by Rotation	36
23. Company Secretary.....	36
Miscellaneous.....	36
24. The Seal.....	36
25. Indemnity and Insurance	36
26. Notices	37
27. Winding Up	39

PRELIMINARY

1. MODEL ARTICLES

- 1.1** The articles of association of the Company (the "**Articles**") shall comprise the articles contained herein together with the articles contained in Schedule 3 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (the "**Model Articles**"), save insofar as they are excluded or modified by, or are inconsistent with, the provisions contained herein.
- 1.2** The whole of Model Articles 5(2), 6(2), 9, 10, 11, 13(3), 14, 16, 19, 20, 21, 23(2), 23(3), 23(4), 25(1), 25(3)(b), 26(3)(a), 28, 30, 32, 33, 34, 36, 37(4), 37(5), 37(7), 37(8), 39, 42, 43(2), 46(2)(a), 50, 63(5), 64, 67(3), 70(5), 70(6), 70(7), 80, 81, 85 and 86 shall not apply to the Company.
- 1.3** Except as stated in this Article 1, no other regulations or model articles contained in any statute or subordinate legislation, including regulations contained in the Model Articles, shall apply as the articles of association of the Company.

2. DEFINITIONS AND INTERPRETATION

- 2.1** In these Articles the following expressions shall have the following meanings:

A Ordinary Shares means the A ordinary shares of £0.01 each in the capital of the Company.

Accepting Shareholders shall be as defined in Article 14.3.

Act means the Companies Act 2006.

Adoption Date means ~~21 October~~ 2016.

Allocation Notice shall be as defined in Article 13.7.

Assets Sale means a sale by the Company or any other member of the Group of all or substantially all of the Group's business, assets and undertaking to a single buyer or to one or more buyers as part of a single transaction or series of connected transactions (other than as part of a Reorganisation).

Auditors means the auditors of the Company from time to time.

Available Profits means profits available for distribution within the meaning of the Act.

B Ordinary Shares means the B ordinary shares of £0.01 each in the capital of the Company.

Bad Leaver shall be as defined in Article 12.7.3.

Board means the board of directors of the Company (or any duly authorised committee thereof) from time to time.

Business Day means any day other than a Saturday, Sunday or English bank or public holiday.

Buyer Group means the Proposed Buyer and its subsidiary undertakings, its parent undertaking (whether direct or indirect) and any other subsidiary undertakings of such parent undertaking at the relevant time.

Company means Room 40 Productions Limited.

Company's website means any website operated or controlled by the Company which contains information about the Company.

Company Secretary means any company secretary of the Company appointed from time to time.

Completion shall be as defined in the Investment Agreement.

Completion Date means 21 October 2016.

Confidential Information shall be as defined in Article 20.4.

Declining Investor shall be as defined in Article 4.7.

Default Event shall mean either of the following:

- (a) a creditor of the Company or any other Group Company initiating insolvency proceedings against the Company or relevant Group Company or where, in the reasonable opinion of the Majority Investors (acting by Investor Direction), it is reasonably likely that a creditor of the Company or any other Group Company would initiate insolvency proceedings against the Company or relevant Group Company; or
- (b) any member of the Group either (i) being in material breach, or (ii) in the reasonable opinion of the Investors (acting by Investor Direction), having no reasonable prospect of avoiding becoming in material breach, of any provision of any loan or other financing agreement between the Company or other Group Company and a third party finance provider, breach of which would allow any party to require any payment of any outstanding sums due from any Group Company on an accelerated basis or as a result of which any party has threatened enforcement against any member of the Group (and is either at that time entitled to so enforce or, in the case of (ii) would be entitled to so enforce upon the material breach occurring) (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill arrangements or similar agreements with any person)

Defaulting Shareholder shall be as defined in Article 10.3.

Director means a director of the Company from time to time.

Director Interest shall be as defined in Article 20.3.

Drag Completion Date shall be as defined in Article 14.4.

Drag Notice shall be as defined in Article 14.4 .

Employee Trust means any trust established, with Investor Consent and Founder Consent, to enable or facilitate the holding of Securities by, or for the benefit of, all or most of the bona fide employees of any Group Company.

Equity Documents means these Articles, the Investment Agreement and any instrument or agreement under which any other Security has been issued and/or constituted.

Equity Shares means the A Ordinary Shares, the B Ordinary Shares and any other class of equity securities in issue from time to time.

Excluded Notice means a Sale Notice, a notice to a Defaulting Shareholder under Article 10.3 or a notice to appoint or remove a Director under Article 21.

Exit means a Sale, Assets Sale, Listing or Winding-Up.

Extra Shares shall be as defined in Article 13.4.

Fair Price shall be as defined in Article 12.7.6.

Family Member means, in relation to a Founder, her or his spouse, civil partner and/or any one or more of her or his children (including step-children).

Family Trust means, in relation to a Founder, a trust or settlement set up wholly for the benefit of that person and/or her or his Family Members.

Final Leaving Date shall be as defined in Article 12.2.

First Offer shall be as defined in Article 4.4.1.

Founders means Jane Rogerson and Ross Harper (each a "**Founder**").

Founder Affiliate means any person to whom a Founder transfers Shares pursuant to Article 11 (Permitted Transfers) or who holds or becomes entitled to any Shares following the death of a Founder.

Founder Bad Leaver shall be as defined in Article 12.7.2.

Founder Director means the Founders appointed as Directors pursuant to clause 3.5 of the Investment Agreement.

Founder Good Leaver shall be as defined in Article 12.7.1.

Founder Leaver means a Leaver who is a Founder or a Founder Affiliate.

Founder Shares means the B Ordinary Shares held by the Founders and any Founder Affiliate from time to time.

FSMA means the Financial Services and Markets Act 2000.

Further Drag Shares shall be as defined in Article 14.7.

Further Leaver Interests shall be as defined in Article 12.10.

Garden Leave shall mean any period during which any Group Company shall, in respect of an employee and pursuant to the service agreement between the relevant Group Company and that employee cease or have ceased to provide that employee with work and withdraw or have withdrawn his right of access to any premises of the relevant Group Company following notice of termination being given by the relevant Group Company pursuant to such service agreement.

Good Leaver shall be as defined in Article 12.7.4.

Group means the Company and any undertaking which is a subsidiary undertaking of the Company from time to time together with, if applicable, any New Holding Company and references to "Group Company" and "member of the Group" shall be construed accordingly.

in electronic form means in a form specified by section 1168(3) of the Act and otherwise complying with the requirements of section 1168 of that Act.

Independent Expert means a partner at a reputable national accountancy firm or reputable national corporate finance house nominated by the Board (with Investor Consent) (in each case acting as an expert and not as an arbitrator) who shall, in each case, be engaged on terms to be agreed by the Board (with Investor Consent).

Initial Investment shall be as defined in the Investment Agreement.

Initial Investment Percentage means:

$$\left(\frac{x}{552,000.10} \right) \times 35$$

where x = the aggregate amount of the Initial Investment provided by the Investors.

Investment Agreement means the investment agreement dated 5 September 2016 and made between (1) the Company, (2) Jane Rogerson, (3) Ross Harper and (4) Jules Burns and others, as amended from time to time.

Investor means any person who is or becomes an Investor for the purposes of the Investment Agreement and "Investors" shall be construed accordingly.

Investor Director means a Director appointed by one or more of the Investors pursuant to the Investment Agreement.

Investor Shares means the shares to be subscribed for by the Investors pursuant to the Investment Agreement and any other Shares held by an Investor from time to time.

Issue Price means, in respect of a Share, the price at which the relevant Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon.

Leaver means (in each case, for the avoidance of doubt, other than any holder of A Ordinary Shares in respect of their A Ordinary Shares):

- (a) any Shareholder who is on or at any time after the Completion Date a Relevant Employee and who subsequently ceases, or has ceased, to be a Relevant Employee;
- (b) any Shareholder who is on or at any time after the Completion Date a Relevant Employee, who remains a Relevant Employee but who becomes or has become a Non-Contributory Employee;
- (c) any Shareholder who is (or is the nominee of) a Family Member of any person who is on or at any time after the Completion Date a Relevant Employee, who subsequently either ceases to be a Relevant Employee or remains a Relevant Employee but who becomes or has become a Non-Contributory Employee;
- (d) any Shareholder who is (or is the nominee of) the trustee of a Family Trust of any person who is on or at any time after the Completion Date a Relevant Employee, who subsequently either ceases to be a Relevant Employee or remains a Relevant Employee but who becomes or has become a Non-Contributory Employee, in each case in respect of the Shares held on behalf of such person or on behalf of any Family Member of such person;
- (e) any Shareholder (not being an Investor) holding Shares as a result of a transfer made after the Completion Date by a person in relation to whom such Shareholder was a Permitted Transferee under the provisions of Articles 11.1.1 or 11.1.2 who ceases to be such a Permitted Transferee in relation to such person, including, without limitation, any Shareholder who ceases to be the spouse or civil partner of a Relevant Employee unless such Shares are transferred back to the original transferor (provided that the original transferor is not also at that time a Leaver);
- (f) any person who holds or becomes entitled to any Shares:
 - (i) following the death of a Shareholder;
 - (ii) following the bankruptcy of a Shareholder (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a Shareholder (if a company), in each case not being an Investor; or
 - (iii) following the exercise of an option after ceasing to be a Relevant Employee or whilst a Relevant Employee after becoming a Non-Contributory Employee; or
- (g) any Shareholder holding Shares as a nominee for any person who is on or at any time after the Completion Date a Relevant Employee, who subsequently either ceases, or who has ceased, to be a Relevant Employee or who remains a Relevant Employee but who becomes, or has become, a Non-Contributory Employee, in either case in respect of the Shares held on behalf of such person,

provided that, for the purposes of this definition, a person shall be deemed to cease or have ceased to be a Relevant Employee upon the commencement of any period during which the relevant person is placed on Garden Leave, (notwithstanding that the relevant person remains an employee of the Company or any other Group Company) or, if not placed on Garden Leave, upon the date on which the relevant person is given notice of termination of their employment, appointment or engagement or in the case of a Relevant Employee who has become a Non-Contributory Employee, upon the date on which the

Relevant Employee is designated as a Non-Contributory Employee by the Board (with Investor Consent).

Leaver's Shares means all of the Equity Shares held by a Leaver (other than a Founder Good Leaver), or to which they are entitled on the Leaving Date or to which they become entitled after the Leaving Date.

Leaving Date means the date on which the relevant person becomes a Leaver.

Listing means the admission of the whole of any class of the issued share capital of the Company (or any New Holding Company) to trading on the London Stock Exchange's market for listed securities or to trading on the Alternative Investment Market of the London Stock Exchange or on any other Recognised Stock Exchange or other stock exchange or multi-lateral trading facility nominated by Investor Direction.

Listing Price means the price at which any Listing Shares are priced in connection with, and at the same time as, the relevant Listing.

Listing Shares means the ordinary shares resulting from the consolidation, sub-division and/or redesignation of Shares pursuant to Article 8.2 on a Listing, having such rights and restrictions as are set out in the New Articles.

Majority Investors means a majority in number of the Investors and who hold in aggregate at least 50% of the A Ordinary Shares.

Minimum Transfer Condition shall be as defined in Article 13.2.

New Articles shall be as defined in Article 8.6.

New Holding Company means any new parent undertaking of the Company formed for the purpose of facilitating a Refinancing, Listing or a Reorganisation.

Non-Contributory Employee means an employee who ceases or has ceased for any reason to perform any work for or provide any services to the Group in any capacity for a period of more than six consecutive months (excluding any period of Garden Leave or maternity, adoption, paternity, shared parental or parental leave) and who is designated by the Board (with Investor Consent) as a Non-Contributory Employee.

Offeree shall be defined in Article 4.1.

Offeror shall be as defined in Article 14.1.

Offeror Group means the Offeror and its subsidiary undertakings, its parent undertaking (whether direct or indirect) and any subsidiary undertakings of such parent undertaking at the relevant time.

Other Shareholders shall be as defined in Article 14.4.

Other Tag Shareholder shall be as defined in Article 15.7.

Pension Scheme means an occupational pension scheme (as defined in section 235(6) of the Act) for the benefit of employees of any Group Company.

Performance Targets shall be as defined in the Service Agreement of the relevant Founder.

Permitted Transferee means, in respect of a Shareholder, a person to whom such Shareholder is permitted to transfer Shares under Article 11.

Price shall be as defined in Article 13.1.4.

Proportionate Allocation shall be as defined in Article 13.4.

Proposed A Sale shall be as defined in Article 15.

Proposed B Sale shall be as defined in Article 15.

Proposed Buyer shall be as defined in Article 15.

Proposed Sale means a Proposed A Sale or a Proposed B Sale (as the context requires).

Proposed Sellers shall be as defined in Article 15.

Proposed Transferee shall be as defined in Article 13.1.3.

Qualifying Offer shall be as defined in Article 14.1.

Recognised Stock Exchange means a recognised investment exchange, recognised overseas investment exchange, designated investment exchange or designated overseas investment exchange, in each case for the purposes of FSMA.

Refinancing shall be as defined in the Investment Agreement.

Relevant Employee shall mean:

- (a) an employee of the Company or any other Group Company; or
- (b) a Director or a director of any other Group Company (other than in either case, for the purposes of Article 12 (Leavers), an Investor Director).

Relevant Investor shall be as defined in Article 20.3.2.

Relevant Proportion shall be as defined in Article 15.2.

Relevant Shares shall be as defined in Article 10.4.

Reorganisation shall be as defined in the Investment Agreement.

Sale means the sale of more than 50% in number of the A Ordinary Shares to a single buyer or to one or more buyers as part of a single transaction or series of connected transactions (other than as part of a Reorganisation or a sale to one or more Permitted Transferees).

Sale Notice shall be as defined in Article 12.2.

Sale Price shall be as defined in Article 12.7.5.

Sale Shares shall be as defined in Article 13.1.2.

Securities means, as the context permits, collectively or any of, the Shares and any other securities (whether equity or debt securities) or other instruments evidencing indebtedness or similar and/or any rights convertible into, or exchangeable or exercisable for, any equity or debt securities of any Group Company or other indebtedness issued from time to time by any Group Company (excluding: (i) any amount borrowed from or payable to any lending institution; and (ii) any securities issued by a Group Company to another Group Company) and reference to a "**Security**" shall be construed accordingly.

Security Holder means a holder of a Security or Securities from time to time.

Security Interest means any mortgage, charge (whether fixed or floating) lien, option, pledge, restriction, equity, right of first refusal, right of pre-emption, third party right or interest, assignment, assignation, trust arrangement or other security interest of any kind or other type of agreement or arrangement having or which would have similar effect and any agreement (whether conditional or otherwise) to create any of the foregoing.

Seller shall be as defined in Article 13.1.

Service Agreement shall be as defined in the Investment Agreement.

Share means any share in the capital of the Company from time to time.

Shareholder means any holder of any Share from time to time.

Shareholder Communication means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons.

Situational Conflict means a direct or indirect interest of a Director which conflicts or may potentially conflict with the interests of the Company (other than a Transactional Conflict or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest). For these purposes a conflict of interest shall include a conflict of interest and duty and a conflict of duties.

Statutes means the Act and the Electronic Communications Act 2000 (including any subordinate legislation made under them).

Subsequent Offer shall be as defined in Article 4.4.1.

Tagging Shareholder shall be as defined in Article 15.5.

Tag Offer shall be as defined in Article 15.1.

Tag Shortfall shall be as defined in Article 15.4.

Transactional Conflict means a direct or indirect conflict of interest of a Director which arises in relation to an existing or proposed transaction or arrangement with the Company.

Transfer Moratorium Period means the period expiring on the day following the termination date (as such term is defined by section 256 Income Tax Act 2007) in relation to any Securities held by any Investor.

Transfer Notice shall be as defined in Article 13.1.

Underperformance Process shall be as defined in the Service Agreement of the relevant Founder.

website communication means the publication of a Shareholder Communication on the Company's website in accordance with Part 4 of Schedule 5 of the Act.

Winding-Up means any winding-up, dissolution or liquidation of the Company or a New Holding Company (including following an Assets Sale).

- 2.2** Unless the context otherwise requires, words and expressions defined in or having a meaning provided by the Act shall have the same meaning in these Articles, save that in relation to any person, a "**subsidiary**" and/or a "**subsidiary undertaking**" shall include any undertaking the shares or ownership interests in which are subject to security, where the legal title to such shares or ownership interests is registered in the name of the secured party or its nominee and which would, but for the security arrangements, otherwise be a subsidiary or subsidiary undertaking (as applicable) of that person.
- 2.3** The term "**connected person**" shall have the meaning attributed to it at the Adoption Date by sections 1122 and 1123 of the Corporation Tax Act 2010 and the words "**connected with**" shall be construed accordingly, save that for these purposes, the term "**company**" (as defined in section 1123 of the Corporation Tax Act 2010) shall include a limited liability partnership and provided that two or more persons shall not be treated as connected solely by reason of acting together to secure or exercise control of the Company (within the meaning of section 1122(4) of the Corporation Tax Act 2010). The term "**acting in concert**" shall have the meaning attributed to it at the Adoption Date by the City Code on Takeovers and Mergers.
- 2.4** Unless the context otherwise requires or as expressly defined otherwise, references in these Articles to:
- 2.4.1** any of the masculine, feminine and neuter genders shall include other genders;
 - 2.4.2** the singular shall include the plural and vice versa;
 - 2.4.3** a person shall include a reference to any natural person, body corporate, unincorporated association, partnership, firm or trust;
 - 2.4.4** save where used in the definition of "**Employee Trust**", the terms "**employee**" and "**employees**" shall be deemed to include workers, consultants and non-executive directors, references to a "**contract of employment**," "**service agreement**" or similar and to the commencement or termination of "**employment**" or "**employment arrangements**" shall be deemed to include workers' contracts, contracts for consultancy, letters of appointment or similar and the commencement or termination of the same, references to "**resignation**" shall mean resignation in any such context, references to "**employer**" shall be deemed to include the member of the Group that the contract of employment or service agreement is with, and references to "**summary dismissal**" shall be deemed to include a reference to termination of a contract of employment or service agreement without notice;

- 2.4.5** any statute, statutory instrument or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or replaced;
- 2.4.6** any document, agreement or instrument shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, supplemented, novated or replaced;
- 2.4.7** an "**Investor Consent**" or an "**Investor Direction**" shall mean the giving of a written consent or direction by each of the Investor Directors on behalf of the Investors, which shall be given in the manner set out in clause 6 of the Investment Agreement (in each case such consent or direction to be given by the Investor Directors in their capacity as representatives of the Investors and not as directors of the Company);
- 2.4.8** a "**Majority Investor Consent**" shall mean the giving of a written consent by the Majority Investors; and
- 2.4.9** a "**Founder Consent**" shall mean the giving of a written consent by those Shareholders holding more than 70% in number of the Founder Shares for the time being in issue (excluding any Founder Shares which are at the time held by a Founder Leaver), provided that for so long as the requisite Founders are Founder Directors, any such Founder Consent required under these Articles shall be validly given if given by the requisite Founders in the manner set out in clause 6 of the Investment Agreement (in each case, such consent being given by the relevant Founders in their capacity as representatives of the holders of the Founder Shares and not in their capacity as directors of the Company) . For the avoidance of doubt, if both of the Founders are or become Founder Leavers, any matter which requires a Founder Consent shall cease to require such consent.
- 2.5** The headings in these Articles are for convenience only and shall not affect their meaning.
- 2.6** In construing these Articles, general words introduced by the word "**other**" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words introduced by the word "**including**" shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 3. SHARE CAPITAL**
- 3.1** The share capital of the Company at the Adoption Date is £88.50, divided into:
- 2,350 A Ordinary Shares; and
- 6,500 B Ordinary Shares.
- 3.2** Model Article 43(1) shall be amended by the insertion of the words "with Investor Consent " after the words "the Company may" and before the word "issue" and the insertion of the words "a further class or classes of" before the word "shares".
- 3.3** Model Article 44(2)(a) shall be amended by the insertion of the words "with Investor Consent " after the words "in cash, or" and before the words "in fully paid or partly paid

shares or other securities" and also immediately before the words "or partly in one way and partly in another".

- 3.4 Subject to the Act and without prejudice to any other provision of these Articles, the Company may, with Investor Consent, purchase its own shares in accordance with Chapter 5 of Part 18 of the Act, including (without limitation) out of capital up to an amount in a financial year not exceeding the lower of: (i) £15,000; and (ii) the nominal value of 5 per cent. of the Company's fully paid share capital as at the beginning of the financial year.

SHARE RIGHTS

4. SHARE ISSUES

- 4.1 Save in respect of share issues under Article 4.4 or clauses 7.7 to 7.9 (inclusive) or clauses 7.13 to 7.15 (inclusive) of the Investment Agreement, no new Equity Shares may be allotted by the Company without Investor Consent and Founder Consent unless they are first offered for subscription to the holders of the Investor Shares and the Founder Shares (excluding any holder of Founder Shares who is at that time a Founder Leaver) (each an "Offeree"), as nearly as possible, on the same terms and in the same proportions between them as their respective entitlement at the relevant time to participate in the assets of the Company pursuant to Article 6.2.2.
- 4.2 The offer referred to in Article 4.1 shall be made by notice in writing specifying the number of Equity Shares to which the relevant Offeree is entitled and stating a time (being not less than 10 Business Days from the date of the notice) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such time or on the receipt of confirmation from the Offeree to whom such notice is given that they decline to accept the Shares so offered, the Board may (with Investor Consent and Founder Consent and subject to Article 4.7) deal with the declined Shares in such manner as it may think most beneficial to the Company (including the decision not to issue the Shares to any person). If any fractional entitlements arise on the apportionment of any such new Shares amongst the Offerees accepting the offer made under Article 4.1, the allocation of such entitlements shall be determined by the Board (with Investor Consent and Founder Consent).
- 4.3 It shall be a term of any offer made under Article 4.1 that any acceptance by an Offeree shall be for all, and not some only, of the Equity Shares to which the relevant Offeree is entitled.
- 4.4 The Company does not need to make an offer under Article 4.1 if:
- 4.4.1 a Default Event has occurred and the issue of Equity Shares is, in the reasonable opinion of the Majority Investors, necessary to avoid a Default Event occurring, in which case the Company may issue such number of new Shares to any Investor or Investors (the "First Offer"), and the rights of pre-emption of the holders of Investor Shares and Founder Shares (other than the Investors allotted Shares in the First Offer) shall be deemed to be waived in respect of any such issue. The subscription price for any new Shares shall be the market value of the new Shares as at the date of the First Offer (as determined by the Investors, acting reasonably and in good faith having consulted with the Founders and on an arm's length basis). As soon as reasonably practicable following the First Offer, and in any event no later than 20 Business Days after the allotment of Shares the subject of the First Offer,

the Company shall (or, if so directed by Investor Direction, the Investors allotted shares in the First Offer shall) offer to all holders of Investor Shares and Founder Shares (other than, in either case, those Investors allotted shares in the First Offer and any holder of Founder Shares who is at that time a Founder Leaver) (the "**Subsequent Offer**") the right to subscribe or acquire (by no later than 40 Business Days after the First Offer Shares were allotted) such number of Equity Shares for the same subscription price as the Equity Shares allotted in the First Offer to the effect that, if the Subsequent Offer were accepted, such Offeree would hold the equivalent entitlement to participate in the assets of the Company pursuant to Article 6.2.2 that it held prior to the First Offer; or

4.4.2 it has received Investor Consent and Founder Consent to disapply the provisions of Article 4.1.

4.5 If Article 4.4 applies so that a First Offer is proposed, notwithstanding any other provision in this Article, all Shareholders shall:

4.5.1 consent to any board or shareholders' meeting or meeting of a class of shareholders of any member of the Group being held on short notice to implement the First Offer and to procure (so far as it is able) that any director appointed by it will so consent;

4.5.2 vote in favour of all resolutions as a shareholder and/or holder of a class of shares whether at a meeting or by signing a written resolution and/or (subject to their fiduciary duties) as a director of the relevant member of the Group, which are proposed by the Majority Investors to implement the First Offer; and

4.5.3 procure the circulation to the board of directors or shareholders or a class of shareholders of the relevant member of the Group of such board or shareholder or class of shareholder written resolutions, consents and/or approvals (respectively) proposed by the Majority Investors to implement the First Offer and (subject to their fiduciary duties as a director of the relevant member of the Group) to sign (or to the extent permitted by applicable law in the case of a written resolution, to indicate their agreement to) such resolutions, consents and/or approvals and return them (or the relevant indication) to the Company as soon as possible.

4.6 It shall be a term of any offer under Article 4.1 or 4.4 that each Offeree must acquire the same proportion of all other securities (debt and/or equity) to be issued by any member of the Group as part of such offer under Article 4.1 or 4.4 as is equal to the proportion of Equity Shares being offered to him.

4.7 If any Investor declines, or is deemed to decline, any offer made under Article 4.1 or 4.4.1 (a "**Declining Investor**"), the Equity Shares to which such Declining Investor was entitled pursuant to such offer shall be offered to such other Investor or Investors as the Investors, by Investor Direction, may specify, on the same terms as they were offered to the Declining Investor pursuant to Article 4.1 or 4.4.1, as applicable.

4.8 In this Article, "**Equity Shares**" includes rights to subscribe for or convert into Equity Shares.

- 4.9** The provisions of sections 561 and 562 of the Act shall not apply to an allotment of the Company's equity securities.

5. DIVIDEND RIGHTS

- 5.1** Subject to: (i) the Board recommending payment of the same; (ii) Investor Consent; and (iii) the remaining provisions of this Article 5, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the holders of the A Ordinary Shares and B Ordinary Shares (pari passu as if the same constituted one class of share) according to the number of such Shares held by the relevant Shareholder at the relevant time.

- 5.2** Model Article 70(1) shall be amended by the insertion of the words "Subject to Article 5.1" at the start of that Model Article.

- 5.3** Model Article 70(2) shall be amended by the insertion of the words "Subject to Article 5.1" at the start of that Model Article.

6. RETURN OF CAPITAL RIGHTS

- 6.1** The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.

- 6.2** On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities and all other sums payable in priority shall be applied in the following order:

- 6.2.1** in priority to any payments to be made pursuant to Article 6.2.2, in paying to each holder of A Ordinary Shares and B Ordinary Shares (pari passu as if the same constituted one class of shares) in respect of each A Ordinary Share and/or B Ordinary Share of which it is the holder, a sum equal to the Issue Price thereof; and

- 6.2.2** the balance of such assets (if any) after all payments to be made in priority shall be distributed amongst the holders of Equity Shares (pari passu as if the same constituted one class of Shares) so that the holders of the A Ordinary Shares shall receive the Initial Investment Percentage of such balance (which shall be paid to the holders of the A Ordinary Shares pro rata to their holdings of A Ordinary Shares) and the holders of the B Ordinary Shares receive the remainder of such balance (which shall be paid to the holders of the B Ordinary Shares pro rata to their holdings of B Ordinary Shares).

7. VOTING RIGHTS

- 7.1** The voting rights attached to each class of Shares shall be as set out in this Article:

- 7.1.1** on a written resolution, every Shareholder holding one or more A Ordinary Shares or B Ordinary Shares on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act and these Articles, have one vote for each A Ordinary Share and one vote for each B Ordinary Share held by them;

- 7.1.2** on a resolution to be passed at a general meeting of the Company on a show of hands, every qualifying person (as defined in section 318(3) of the Act) present shall, subject to section 323(4) of the Act, have one vote; and
- 7.1.3** on a resolution to be passed at a general meeting of the Company on a poll, every Shareholder holding one or more A Ordinary Shares or B Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share and one vote for each B Ordinary Share of which they are the holder.
- 7.2** The provisions of Article 7.3 shall apply if at any time any Shareholder becomes a Leaver.
- 7.3** Notwithstanding any other provisions of these Articles, if the provisions of Article 7.2 apply:
- 7.3.1** the Shares which any person referred to in Article 7.2 holds or to which he is entitled;
- 7.3.2** any Shares formerly held by any person referred to in Article 7.2, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 11 (Permitted Transfers); and
- 7.3.3** any Shares formerly held by a Family Member of any person referred to in Article 7.2 or trustee of a Family Trust of such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 11 (Permitted Transfers),
- shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or of the holders of any class of Shares in the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting (including, for the avoidance of doubt, for the purposes of Articles 7.5 and 7.6).
- 7.4** The provisions of Article 7.3 shall continue until such time as such person, and any Permitted Transferee of such person under Articles 11.1.1 or 11.1.2 ceases to be a Shareholder.
- 7.5** The class rights attaching to the A Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 60% in number of the A Ordinary Shares who would have been entitled to vote at a separate meeting of the holders of A Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the A Ordinary Shares shall not require such consent.
- 7.6** The class rights attaching to the B Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 70% in number of the Founder Shares (excluding any Founder Shares held by a person who is at the relevant time a Founder Leaver) who would have been entitled to vote at a separate meeting of the holders of B Ordinary Shares or with the sanction of a special resolution passed either at a separate class meeting of the holders of the B Ordinary Shares or by a written resolution of the holders of the B Ordinary Shares, in either case, not including any Shareholder who is a

Leaver at the relevant time. Any variation or abrogation which does not affect the class rights attaching to the B Ordinary Shares shall not require such consent.

7.7 Unless otherwise expressly provided by the terms of issue, the rights attaching to any class of Shares shall not be deemed to be varied or abrogated by:

7.7.1 the creation, allotment or issue of further Shares or Securities convertible into Shares, ranking subsequent to, *pari passu* with, or in priority to them, or the issue of any Securities by any Group Company, or the purchase or redemption by the Company of its own Shares in accordance with the Act; or

7.7.2 any alteration to these Articles made conditional upon, or otherwise in connection with, a Sale, a Listing, a Reorganisation or in connection with any matter referred to in Article 7.7.1.

8. RIGHTS ON EXIT

8.1 In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale, upon an Investor Direction, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whenever received) shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital (pursuant to Article 6 (Return of Capital Rights)).

8.2 In the event of a Listing, the Shares of each class shall, on the occurrence of such Listing, automatically be consolidated and/or sub-divided and then redesignated into such number of Listing Shares and (if required) deferred shares as shall result in the aggregate value of such Shares being equal to the aggregate value that would have been received in respect of that class of Shares on a return of capital under Article 6 (Return of Capital Rights) on the basis that the Listing Shares are valued at the Listing Price and the deferred shares are valued at zero. The Listing Shares and the deferred shares shall be apportioned between the holders of the relevant class of Shares *pro rata* to the number of Shares of that class held by them (with fractional entitlements being dealt with as the Directors, with Investor Consent and Founder Consent, may deem to be appropriate).

8.3 Any consolidation, sub-division and/or redesignation of Shares pursuant to Article 8.2 shall be made on the following terms:

8.3.1 the consolidation, sub-division and/or redesignation shall take effect on the occurrence of the relevant Listing at no cost to the holders of the Shares to be consolidated, sub-divided and/or redesignated; and

8.3.2 the Company shall issue to the relevant shareholders new certificates for the Listing Shares and deferred shares (save for any deferred shares which have been bought back within 2 months of conversion in accordance with Article 8.5) resulting from the consolidation, sub-division and/or redesignation.

8.4 Following any conversion of Shares pursuant to Article 8.2, the Company shall procure that all necessary steps are taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with. Any resolution of the Shareholders which the Board (with Investor Consent) considers to be necessary or desirable to give effect to the pre-Listing reorganisation contemplated in Article 8.2 shall not constitute a variation of the rights attaching to any class of Shares.

- 8.5** Any deferred shares shall (if the Board so resolves) at any time, and from time to time, either be transferred to a person nominated by the Board or (subject to the Act) be purchased by the Company in each case for an aggregate amount of £1 for all deferred shares then in issue.
- 8.6** In the event of a Listing, it is anticipated and agreed that, with effect from the occurrence of such Listing and following the consolidation, sub-division and/or redesignation pursuant to Article 8.2, new articles of association containing such provisions as are confirmed by the Company's legal counsel as customary for the articles of association of a listed company and which are approved by the Board (with Investor Consent) and Shareholders by written resolution or in general meeting ("**New Articles**") shall be adopted as the articles of association of the Company in substitution for, and to the exclusion of, these Articles. Any adoption of New Articles in accordance with this Article 8.6 shall not constitute a variation of the rights attaching to any class of Shares.

9. LIEN AND FORFEITURE

- 9.1** The lien conferred by Model Article 52(1) shall attach to all Shares of any class, whether fully paid or not, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he be the sole registered holder thereof or one of two or more joint holders. Model Article 52 shall be modified accordingly.
- 9.2** Model Article 52(3) shall be amended by the insertion of the words "with Investor Consent" after the words "the directors may".
- 9.3** Model Article 53(1) shall be amended by the insertion of the words "to such person(s) and on such terms as shall be approved with Investor Consent and Founder Consent" after the words "in such manner as the directors decide".
- 9.4** Model Article 60(2)(c) shall be amended by the insertion of the words "subject always to compliance with the provisions of Article 10" at the end of that Model Article.
- 9.5** Model Article 61(1) shall be amended by the insertion of the words "(subject to Article 10)" after "If" and immediately prior to the words "a forfeited share".

SHARE TRANSFERS

10. PROHIBITED TRANSFERS

- 10.1** Any person who holds, or becomes entitled to, any Share shall not, without Investor Consent and Founder Consent, effect a transfer of such Share, except in accordance with Article 11 (Permitted Transfers), Article 12 (Leavers), Article 14 (Drag Along, whether as an Accepting Shareholder or Other Shareholder) and, in the case of the holders of the Investor Shares and the Founder Shares only, Article 13 (Pre-emption on transfer) and Article 15 (Tag Along, whether as a Proposed Seller or a Tagging Shareholder).
- 10.2** The reference in Article 10.1 to the transfer of a Share shall mean the transfer of the entire right, title and interest in and to such Share and/or the grant of an option to acquire the entire right, title and interest in and to such Share and the following shall be deemed (but without limitation) to be a transfer of a Share:

- 10.2.1** any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself;
- 10.2.2** any sale or other disposition of the entire right, title and interest in and to a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;
- 10.2.3** any grant or creation of any Security Interest over any Share; and
- 10.2.4** any agreement, whether or not subject to any condition, to do any of the things referred to in Articles 10.2.1, 10.2.2 or 10.2.3.
- 10.3** For the purpose of ensuring compliance with Article 10.1, the Board may require any Leaver or other Shareholder to provide to the Company such information and/or evidence as the Board may reasonably request in relation to a proposed transfer, and failing such information and/or evidence being provided within 10 Business Days of any request, the Board shall, with Investor Consent, notify the relevant Leaver or Shareholder (the "**Defaulting Shareholder**") that a breach of the transfer provisions of these Articles is deemed to have occurred, whereupon:
- 10.3.1** the Company shall refuse to register any transfer of the Relevant Shares (otherwise than with Investor Consent and Founder Consent); and
- 10.3.2** the Relevant Shares shall cease to confer on the holder thereof (or any proxy thereof) any rights:
- (a) to vote on any written resolution of the Company or of the holders of any class of Shares or to attend and vote (whether on a show of hands or on a poll) at a general meeting of the Company or at any separate class meeting; or
 - (b) to receive dividends or other distributions (other than the Issue Price of the Relevant Shares upon a return of capital) or to receive any further Shares issued pursuant to the exercise of a right attaching to the Relevant Shares or in pursuance of an offer made to the holder thereof.
- 10.4** The rights referred to in Article 10.3.2 may be reinstated by the Board (with Investor Consent). The expression "**Relevant Shares**" shall mean the Shares which the Defaulting Shareholder holds or to which they are entitled and any Shares formerly held by them which have been transferred in breach of Article 10.1 or in accordance with Article 11 (Permitted Transfers).
- 10.5** Each Shareholder hereby irrevocably appoints any Director as their agent to execute, complete and deliver any form of transfer or other document required to give effect to the provisions of these Articles for and on their behalf in respect of any transfer pursuant to this Article 10, Article 12.2 or 14.4.
- 10.6** Model Article 67(4) shall be amended by the insertion at the end of that Model Article of the words "and, accordingly, shall be subject to the restrictions on transfers of Shares contained in Article 10".
-

11. PERMITTED TRANSFERS

11.1 Notwithstanding the provisions of Article 10 (Prohibited Transfers):

11.1.1 each Founder may at any time, with Investor Consent (not to be unreasonably withheld), transfer such number of Shares as constitute not more than 10% of the issued share capital of the Company to any of their Family Members over the age of 18 or to the trustees of a Family Trust provided that, in giving Investor Consent, the Investors may require that the relevant Family Member or trustees (as the case may be) shall:

- (a) undertake (in a form acceptable to the Board) to exercise all voting rights attaching to such Shares and to sign all forms of proxy, consents to short notice and other documents relating to such exercise in accordance with the directions of the relevant Founder;
- (b) give the relevant Founder full, unconditional and irrevocable authority to transfer such Shares on behalf of the Family Member or trustees (as the case may be) on an Exit or agree to a Listing or Winding-Up on behalf of such person(s); and
- (c) comply with the terms of the Investment Agreement (including the execution of a deed of adherence to the Investment Agreement in a form satisfactory to the Board prior to the transfer taking place);

11.1.2 any Shareholder who is a trustee of a Family Trust of a Founder may at any time transfer any Share which he holds in that capacity to:

- (a) the new or remaining trustees of the Family Trust upon any change of trustees; and
- (b) a Founder or any of their Family Members over the age of 18 on their becoming entitled to the same under the terms of the Family Trust,

provided that the provisions of Article 11.1.1(a) and 11.1.1(b) shall apply to any such transfer;

11.1.3 any Shareholder who is a trustee of an Employee Trust may at any time transfer any Share which he holds in that capacity to:

- (a) the new or remaining trustees of the Employee Trust upon any change of trustees;
- (b) any beneficiary of the Employee Trust, with Investor Consent and Founder Consent; and
- (c) any director or employee of any Group Company, with Investor Consent and Founder Consent;

11.1.4 any Shareholder who is an Investor may at any time transfer any of his Shares to another Investor;

- 11.1.5** any Shareholder holding Shares as a result of a transfer made after the Completion Date by a person in relation to whom such Shareholder was a Permitted Transferee may at any time transfer any Share to the person who originally transferred such Shares (or to any other Permitted Transferee of such original transferor); and
- 11.1.6** any Shareholder may transfer any Shares to any person with Investor Consent and Founder Consent.
- 11.2** Subject to Article 10.3, the Company shall be obliged to register any transfer made pursuant to the above provisions.
- 11.3** Where any Shareholder holding Shares as a result of a transfer made after the Completion Date by a person in relation to whom such Shareholder was a Permitted Transferee ceases to be such a Permitted Transferee, upon an Investor Direction such Shareholder shall immediately transfer all such Shares to the person who originally transferred the Shares to them or to any other Permitted Transferee of such original transferor, and prior to such transfer occurring the provisions of Article 10.3 shall apply in relation to the Shares held by such Permitted Transferee.
- 12. LEAVERS**
- 12.1** The provisions of this Article shall apply to any Leaver and to any Leaver's Shares.
- 12.2** Where a Leaver is a Founder Bad Leaver or a Good Leaver or a Bad Leaver then, subject to Articles 12.6, 12.9 and 12.10, within the period commencing on the relevant Leaving Date and expiring at midnight on the first anniversary of such date (the "**Final Leaving Date**"), the Investors may direct the Company by an Investor Direction immediately to serve a notice on the Leaver (which notice may be served on one or more occasions if the first and subsequent notices do not relate to all of the Leaver's Shares and/or are revoked pursuant to Article 12.3) notifying them that they are, with immediate effect, deemed to have offered such number and class of their Leaver's Shares to such person(s) (including the Company, the Investors (with Founder Consent), existing or future employees of the Group and/or any Employee Trust) as may be specified in the Investor Direction (the Investors having first consulted with the Founders (other than any Founder who is a Leaver at the relevant time) as to whom the Leaver's Shares should be transferred to (a "**Sale Notice**"). On receipt of a Sale Notice, the relevant Leaver shall, subject to Article 12.3, be obliged forthwith to transfer, at the Sale Price as determined in accordance with Article 12.7, such number of their Leaver's Shares to the person(s) specified in the Sale Notice. Subject to Article 12.3, completion of the sale and purchase of the Leaver's Shares in accordance with the Sale Notice shall take place on the date specified in the Sale Notice (or where there is a dispute as to the Fair Price, within five Business Days of the date on which the Fair Price is agreed or determined in accordance with Articles 12.7.6 and 12.8) whereupon the Leaver shall transfer the relevant Leaver's Shares to the person(s) specified in the Sale Notice (or any subsequent notice served upon the Leaver by the Company with Investor Consent) and deliver the relevant Share certificates against payment of the Sale Price for such Shares.
- 12.3** At any time after service of a Sale Notice pursuant to Article 12.2, 12.9 and/or 12.10 but before completion of the transfer of Shares referred to in such Sale Notice, the Investors may (by an Investor Direction and for any reason) direct the Company to revoke the Sale Notice relating to a Leaver's Shares, in which case the transfer of the Leaver's Shares contemplated by such Sale Notice shall not take place. Revocation of a Sale Notice in

accordance with this Article 12.3 shall not preclude the Company from serving a further Sale Notice in accordance with Article 12.2, 12.9 and/or 12.10.

12.4 Save in the case of an acquisition of a Leaver's Shares by the Company, if the Leaver defaults in transferring any Leaver's Shares pursuant to Article 12.2, 12.9 and/or 12.10, the Company may receive the relevant purchase money and may nominate some person to execute an instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Leaver's Shares and shall hold the purchase money on trust (without interest) for the Leaver. The receipt by the Company of the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after their name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Leaver's Shares by the Company, if the Leaver defaults in transferring any Leaver's Shares pursuant to Article 12.2, 12.9 and/or 12.10, the Company may nominate some person to execute an instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the Company shall cause such share capital to be cancelled or held in treasury in accordance with the Act and shall hold the purchase money on trust (without interest) for the Leaver.

12.5 Where a Founder Leaver is a Founder Good Leaver then, subject to the provisions of Article 12.9, they shall be entitled to retain their Shares.

12.6 Where a Founder is deemed to be a Founder Bad Leaver pursuant to Article 12.7.2(d), then, subject to the provisions of Article 12.9, that Founder shall be entitled to retain a proportion of their Founder Shares as follows:

12.6.1 where the Underperformance Process is instigated on or before the third anniversary of Completion, the relevant Founder shall be entitled to retain 40% of their Founder Shares;

12.6.2 where the Underperformance Process is instigated following the third anniversary of Completion but on or before the fourth anniversary of Completion, the relevant Founder shall be entitled to retain 50% of their Founder Shares; and

12.6.3 where the Underperformance Process is instigated following the fourth anniversary of Completion, the relevant Founder shall be entitled to retain 60% of their Founder Shares,

provided that, if the circumstances set out in Article 12.7.2(c) subsequently apply, the provisions of Article 12.9 shall apply in respect of any Founder Shares so retained.

12.7 In these Articles:

12.7.1 a Founder Leaver shall be deemed to be a "Founder Good Leaver" in circumstances where the relevant Founder is not a Founder Bad Leaver or is a Founder Bad Leaver but is (in the absolute discretion of the Investors) designated as a Founder Good Leaver by Investor Direction;

12.7.2 a Founder Leaver shall be deemed to be a "**Founder Bad Leaver**" in circumstances where:

- (a) the relevant Founder ceases to be an employee of any Group Company by reason or in consequence of their voluntary resignation (save where such voluntary resignation is (i) due to serious and permanent illness or disability of the Founder or (ii) in circumstances determined by an employment tribunal or court from which there is no right of appeal to constitute constructive dismissal (for reasons other than purely technical or procedural grounds)); or
- (b) the relevant Founder ceases to be a Relevant Employee by reason or in consequence of the termination by their employer of their service agreement in circumstances justifying summary dismissal; or
- (c) the relevant Founder at any time (whether or not the provisions of this Article 12 have previously been exercised in respect of that Leaver and whether or not they have previously been treated as a Founder Good Leaver):
 - (i) breaches any post-termination restrictions on them under the terms of any contract of employment, the Investment Agreement and/or any compromise agreement between themselves and any Group Company, the Investors and/or otherwise; and/or
 - (ii) takes any action which is prohibited by clause 10.1 of the Investment Agreement;
- (d) the relevant Founder ceases to be a Relevant Employee by reason of the Board, acting reasonably and having first complied with the Underperformance Process, having dismissed the relevant Founder by reason of them being deemed to be underperforming (as defined in the Service Agreement).

12.7.3 a "**Leaver**" (other than a Founder Leaver) shall be deemed to be a "**Bad Leaver**" in circumstances where:

- (a) the relevant person is not deemed to be a Good Leaver; or
- (b) the relevant person at any time (whether or not the provisions of this Article 12 have previously been exercised in respect of that Leaver and whether or not he has previously been treated as a Good Leaver) breaches any post-termination restrictions on him under the terms of any contract of employment, the Investment Agreement and/or any compromise agreement between him and any Group Company, the Investors and/or otherwise;

12.7.4 a Leaver (other than a Founder Leaver) shall be deemed to be a "**Good Leaver**" in circumstances where he is designated a Good Leaver by the Board (with Investor Consent);

12.7.5 the "**Sale Price**" shall be:

(a) in the case of a Founder Bad Leaver or a Bad Leaver, the lower of the Issue Price and the Fair Price; and

(b) in the case of a Good Leaver, the Fair Price; and

12.7.6 the "Fair Price" shall be such price as the Board (with Investor Consent) and the transferor shall agree within 10 Business Days of the date of the Sale Notice or, failing such agreement, such price as the Auditors (or, if the Auditors are unable or unwilling to act for any reason or the Investors so direct by Investor Direction, an Independent Expert) shall determine pursuant to Article 12.8.

12.8 If the Fair Price falls to be determined by the Auditors (which expression shall, for the purposes of this Article 12.8, be deemed to include a reference to the Independent Expert if the Fair Price falls to be determined by an Independent Expert in accordance with Article 12.7.6):

12.8.1 the Company shall immediately instruct the Auditors to determine the Fair Price on the basis which, in their opinion, represents a fair price for the Leaver's Shares at the Leaving Date as between a willing seller and a willing buyer and on a going concern basis (provided that this is the case) and, in making such determination, the Auditors shall not take account of whether the Leaver's Shares comprise a majority or minority interest in the Company or the fact that their transferability is restricted by these Articles but shall take account of the fact that the Shares are not quoted on any Recognised Stock Exchange and all borrowing, guarantees and any other actual or contingent liabilities of each Group Company;

12.8.2 the Auditors shall certify the Fair Price as soon as possible after being instructed by the Company and, in so certifying, the Auditors shall be deemed to be acting as experts and not as arbitrators and the Arbitration Act 1996 shall not apply;

12.8.3 the certificate of the Auditors shall, in the absence of manifest error, be final and binding; and

12.8.4 the Company shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company unless the Fair Price as determined by the Auditors is less than 80% of the price (if any) which the Leaver had previously notified to the Company as being in his opinion the Fair Price (or, if the price which the Company had previously notified was zero, the Fair Price as determined by the Auditors is less than 20% of the Issue Price of such Shares), in which event the cost shall be borne by the Leaver and deducted from the consideration payable to the Leaver for their Leaver's Shares which are being transferred under the provisions of this Article 12.

12.9 At any time, if a person becomes a Founder Bad Leaver or a Bad Leaver (whether or not the provisions of this Article 12 were previously exercised in respect of that person and whether or not they have previously been treated as a Founder Good Leaver or a Good Leaver) the Investors may, within the period of 12 months following the date on which the person becomes a Founder Bad Leaver or a Bad Leaver, direct the Company by Investor

Direction immediately to serve a Sale Notice on the Leaver in accordance with Article 12.2 and the provisions of Article 12.2 to 12.8 (inclusive) (and to the extent directed by Investor Direction) shall apply mutatis mutandis to any transfer of any Leaver's Shares under this Article 12.9 (the Sale Price for the Leaver's Shares being, for the avoidance of doubt, the lower of the Issue Price and the Fair Price).

- 12.10** Where any Leaver's Shares ("**Further Leaver Interests**") are acquired (by way of subscription or transfer) by a Leaver after the Final Leaving Date, the provisions of this Article 12 shall apply to such Further Leaver Interests on the same terms (including as to price) as applied to the Leaver's Shares save that, in respect of any Further Leaver Interests for the purposes of Article 12.2 the Final Leaving Date shall be the first anniversary of the date on which those Shares were acquired by the Leaver.

13. PRE-EMPTION ON TRANSFER

- 13.1** Following the expiry of the Transfer Moratorium Period and except in the case of a transfer pursuant to Article 11 (Permitted Transfers) or Article 12 (Leavers) or as an Other Shareholder pursuant to Article 14 (Drag Along) or as a Tagging Shareholder pursuant to Article 15 (Tag Along), a holder of Founder Shares or Investor Shares who wishes to transfer any Shares (the "**Seller**") shall give notice in writing of such wish to the Company (the "**Transfer Notice**"), provided that an Investor shall not make a transfer or serve a Transfer Notice pursuant to this Article 13 without Majority Investor Consent and provided further that a holder of Founder Shares shall not make a transfer or serve a Transfer Notice pursuant to this Article 13 if they are at such time a Founder Leaver. Each Transfer Notice shall:

- 13.1.1** relate to one class of Shares only;
- 13.1.2** specify the number and class of Shares which the Seller wishes to transfer (the "**Sale Shares**");
- 13.1.3** specify the identity of any person to whom the Seller wishes to transfer the Sale Shares (the "**Proposed Transferee**");
- 13.1.4** specify the price per Share (the "**Price**") at which the Seller wishes to transfer the Sale Shares;
- 13.1.5** be deemed to constitute the Company as the Seller's agent for the sale of the Sale Shares at the Price in the manner prescribed by these Articles; and
- 13.1.6** not be varied or cancelled (without Investor Consent, in the case of a Transfer Notice which relates to B Ordinary Shares or without Founder Consent, in the case of a Transfer Notice which relates to A Ordinary Shares).

- 13.2** The Seller may provide in the Transfer Notice that unless buyers are found for all or not less than a specified number of the Sale Shares, they shall not be bound to transfer any of such Shares ("**Minimum Transfer Condition**") and any such provision shall be binding on the Company. Notwithstanding the other provisions of this Article, if the Transfer Notice contains a Minimum Transfer Condition the Company may not make any allocation of Sale Shares unless and until it has found buyers for the minimum number specified in the Minimum Transfer Condition.

13.3 The Company shall, on the fifth Business Day following receipt of the Transfer Notice, give notice in writing to:

13.3.1 in the case of a Transfer Notice given by a holder of Investor Shares, the holders of the Founder Shares (other than any holder of Founder Shares who is at such time a Founder Leaver); and

13.3.2 in the case of a Transfer Notice given by a holder of Founder Shares, the holders of the Investor Shares,

offering for sale the Sale Shares at the Price, provided that, if the Board considers that the provisions of this Article could mean that the offer of the Sale Shares would require a prospectus in accordance with section 85(1) of FSMA, the Board shall (with Investor Consent and Founder Consent) be entitled to devise such other method of offering such Sale Shares which does not require a prospectus. The notice shall specify that the relevant Shareholders shall have a period of 25 Business Days from the date of such notice within which to apply for some or all of the Sale Shares.

13.4 It shall be a term of the offer that, if there is competition within any class of Shareholder for the Sale Shares treated as having been offered to that class, such Sale Shares shall be treated as offered among such class of Shareholder in proportion (as nearly as may be) to their existing holdings of Shares of the class to which the offer is treated as having been made (the "**Proportionate Allocation**"). However, in their application for Sale Shares a Shareholder may, if they so desire, indicate that they would be willing to purchase a particular number of Shares in excess of their Proportionate Allocation ("**Extra Shares**").

13.5 The Company shall allocate the Sale Shares as follows:

13.5.1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each Shareholder shall be allocated the number applied for in accordance with their application; or

13.5.2 if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each Shareholder shall be allocated their Proportionate Allocation or such lesser number of Sale Shares for which they have applied and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Shareholders applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the Shares of the same class held by such Shareholders.

13.6 Allocations of Sale Shares made by the Company pursuant to this Article shall constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no person shall be obliged to take more than the maximum number of Sale Shares that he has indicated to the Company he is willing to purchase.

13.7 The Company shall forthwith upon allocating any Sale Shares give notice in writing (an "**Allocation Notice**") to the Seller and to each person to whom Sale Shares have been so allocated of the number of Sale Shares so allocated and the aggregate price payable therefor. Completion of the sale and purchase of those Sale Shares in accordance with the Allocation Notice shall take place within five Business Days of the date of the Allocation

Notice whereupon the Seller shall, upon payment of the price due in respect thereof, transfer those Sale Shares specified in the Allocation Notice to the persons to whom they have been allocated and deliver the relevant Share certificates to the Company for cancellation.

13.8 If the Seller defaults in transferring any Sale Shares pursuant to Article 13.7, the Company may receive such purchase money and may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly stamped (if required), the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Sale Shares and shall hold the purchase money on trust (without interest) for the Seller. The receipt by the Company of the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after their name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person.

13.9 If all the Sale Shares are not sold under the pre-emption provisions contained in Articles 13.1 to 13.8 (inclusive), the Company shall (forthwith upon the exhaustion of such provisions) so notify the Seller and the Seller may at any time, within three calendar months after receiving such notification, transfer to the Proposed Transferee any unsold Sale Shares at any price not less than the Price, provided that:

13.9.1 the Investors may (by Investor Direction) require the Company to refuse registration of any Proposed Transferee if the Investors reasonably believe the Proposed Transferee to be a competitor of the Group or a person connected with such a competitor (or a nominee of either);

13.9.2 if the Seller stipulated in the Transfer Notice a Minimum Transfer Condition which has not been satisfied, the Seller shall not be entitled to sell any Sale Shares unless he complies with such Minimum Transfer Condition; and

13.9.3 any such sale shall be a sale in good faith and the Investors may require to be satisfied (in such manner as they may reasonably think fit) that the Sale Shares are being sold for not less than the Price without any deduction, rebate or allowance whatsoever and if not so satisfied may require the Company to refuse to register the transfer.

14. DRAG ALONG

14.1 In these Articles a "**Qualifying Offer**" shall mean (i) a bona fide offer in writing on arm's length terms which is made at any time after the seventh anniversary of the Completion Date by or on behalf of a bona fide third party or (ii) an offer by a New Holding Company in connection with a Default Event (such third party or New Holding Company being the "**Offeror**"), which is communicated to any one or more of the Shareholders, and which is for all of the Equity Shares not already owned by the Offeror or persons connected or acting in concert with the Offeror.

14.2 Subject to Articles 14.8 and 14.9 and clause 13.2 of the Investment Agreement, on a transfer of Equity Shares pursuant to a Qualifying Offer, the consideration payable for each Equity Share of the same class pursuant to the Qualifying Offer shall be of the same amount (subject to any adjustment to take account of share rights in accordance with

Article 8.1), in the same form, paid at the same time and shall otherwise be subject to the same (or no less favourable) payment terms.

14.3 If the Accepting Shareholders have indicated in writing that they wish to accept the Qualifying Offer, then the provisions of this Article 14 shall apply, but subject always to the Accepting Shareholders first having complied with the provisions of Article 13 (Pre-emption on transfer). In these Articles, "**Accepting Shareholders**" shall mean the Majority Investors.

14.4 The Accepting Shareholders may give written notice (a "**Drag Notice**") to the remaining Shareholders (the "**Other Shareholders**") of their wish to accept the Qualifying Offer and each of the Other Shareholders shall, notwithstanding the provisions of Article 13 (Pre-emption on transfer), thereupon become bound to accept the Qualifying Offer and to transfer the entire right, title and interest in and to their Equity Shares to the Offeror (or their nominee) on the date specified by the Accepting Shareholders (the "**Drag Completion Date**") by delivering to the Company on or before the Drag Completion Date:

14.4.1 the relevant share certificate(s) (or a suitable indemnity in lieu thereof) in respect of the Equity Shares held by them;

14.4.2 a duly executed sale agreement or form of acceptance (in a form acceptable to the Accepting Shareholders) pursuant to which the Other Shareholders provide representations and warranties as to title to, and ownership of, the Equity Shares held by them; and

14.4.3 a duly executed form of transfer in respect of those Equity Shares in favour of the Offeror (or its nominee),

and if required by Investor Direction, shall sign, execute and deliver such other documents as may reasonably be required to effect the transfer of any shares, debt instruments or other securities to the Offeror (or its nominee).

14.5 If any Other Shareholder shall fail to comply with its obligations under Article 14.4, then:

14.5.1 any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary forms of transfer and other documents on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Equity Shares, to deliver such documents to the Offeror (or their nominee) and to register such Offeror (or their nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person; and

14.5.2 if the consideration offered to the Other Shareholders includes a right to subscribe for or acquire any share, debt instrument or other security in the capital of the Offeror (or any other member of the Offeror Group) as an alternative (whether in whole or in part) to the consideration payable in cash, then the Accepting Shareholders shall also be entitled to elect which alternative to accept on behalf of the relevant Other Shareholder(s) (and may elect for different alternatives for different Other Shareholders) and neither the Board, nor the Company, nor any Accepting Shareholder shall have any liability to the Other Shareholders in relation to such election.

- 14.6** If the Offeror has also agreed to purchase other Securities (as applicable) from the Accepting Shareholders, to the extent that some or all of the Other Shareholders hold other Securities (as applicable) the Drag Notice may also require each Other Shareholder to transfer all of the relevant other Securities (as applicable) held by it to the Offeror at such consideration per other Security as is equal to the highest consideration offered for each Security by the Offeror to the Accepting Shareholders. The relevant provisions of this Article 14 shall apply to other Securities held by the Other Shareholders and references to any Other Shareholders' Shares and Further Drag Shares shall be construed accordingly.
- 14.7** If any Shares are allotted by the Company (whether pursuant to the exercise of pre-existing options or warrants or otherwise) at any time after the date of the Drag Notice ("**Further Drag Shares**"), the Accepting Shareholders (whose composition shall be determined without taking into account the holders of any Further Drag Shares which are A Ordinary Shares) shall be entitled to serve an additional written notice on the holders of the Further Drag Shares whereupon the holders of the Further Drag Shares shall become bound to transfer their Further Drag Shares to the Offeror (or its nominee) on the date specified in such notice and for the same consideration payable pursuant to the Qualifying Offer. The provisions of Article 14.5 and, to the extent directed by Investor Direction, Article 14.8 shall apply mutatis mutandis to any transfer of Further Drag Shares under this Article 14.7.
- 14.8** Each Other Shareholder shall pay its pro-rata share (calculated by reference to the number of Equity Shares held by each Shareholder), as a deduction from the gross pre-tax proceeds to be received pursuant to the Qualifying Offer, without prejudice to any other deductions lawfully required to be made, of the costs incurred by the Company and the Accepting Shareholders in connection with the Qualifying Offer and the transfer of Securities pursuant thereto to the extent that it can reasonably be demonstrated that such costs were incurred on behalf of the Accepting Shareholders and/or the Other Shareholders.
- 14.9** The provisions of Article 8.1 shall apply to any Sale under this Article 14.

15. TAG ALONG

Subject to first having complied with the provisions of Article 13 (Pre-emption on transfer), if at any time following the expiry of the Transfer Moratorium Period one or more holders of Investor Shares or Founder Shares (other than any holder of Founder Shares who is at such time a Founder Leaver) (the "**Proposed Sellers**") propose to sell to any person, in one or a series of related transactions (other than as part of a Reorganisation), any A Ordinary Shares (a "**Proposed A Sale**") or B Ordinary Shares (a "**Proposed B Sale**"), the Proposed Sellers shall, in the case of a Proposed A Sale, give written notice of the Proposed Sale to the holders of the Founder Shares (other than any holder of Founder Shares who is at such time a Founder Leaver), and, in the case of a Proposed B Sale, give written notice of the Proposed Sale to the holders of the Investor Shares, in each case at least 20 Business Days prior to the proposed date of completion thereof. Such notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (the "**Proposed Buyer**"), the sale price and other terms and conditions of payment, the proposed date of sale and the number of Shares to be acquired by the Proposed Buyer.

- 15.1** The Proposed Sale may not be completed unless the Proposed Buyer has unconditionally (other than in respect of anti-trust clearances) offered to buy the Relevant Proportion of (i) in the case of a Proposed A Sale, the Founder Shares held by each holder of Founder Shares (other than the Founder Shares of any holder of Founder Shares who is at such time a

Founder Leaver) or (ii) in the case of a Proposed B Sale, the Investor Shares held by each holder of Investor Shares in each case on the following terms:

- 15.1.1 the consideration paid for each B Ordinary Share or A Ordinary Share (as the case may be) shall be equal to the highest amount offered for each A Ordinary Share or B Ordinary Share (as the case may be) pursuant to the Proposed Sale (subject to any adjustment to take account of share rights in accordance with Article 8.1); and
- 15.1.2 the consideration shall be in the same form as that offered for the A Ordinary Shares or B Ordinary Shares (as the case may be) pursuant to the Proposed Sale, shall be paid at the same time and shall be subject to the same payment terms as apply to the Proposed Sale,

(such offer being a "Tag Offer").

- 15.2 For the purposes of Article 15.1, "Relevant Proportion" shall mean the same proportion of the Equity Shares held by each Shareholder (other than the Proposed Sellers and the Proposed Buyer or persons connected with or acting in concert with them) as the proportion of A Ordinary Shares or B Ordinary Shares (as the case may be) to be transferred by the Proposed Sellers in the Proposed Sale bears to the total number of A Ordinary Shares or B Ordinary Shares (as the case may be) held by the Proposed Seller prior to the transfer.
- 15.3 A Tag Offer shall be made in writing and shall remain open for acceptance for not less than 15 Business Days.
- 15.4 If the total number of Equity Shares in respect of which the Tag Offer is accepted is less than the total number of Equity Shares which were subject to the Tag Offer (the difference being the "Tag Shortfall"), the Proposed Sellers shall be entitled (but not obliged) to transfer to the Proposed Buyer up to such number of Equity Shares held by them as equals the Tag Shortfall in addition to the A Ordinary Shares or B Ordinary Shares (as the case may be) proposed to be sold by the Proposed Sellers pursuant to the Proposed Sale.
- 15.5 Each Shareholder who accepts a Tag Offer (a "Tagging Shareholder"):
 - 15.5.1 shall transfer the entire right, title and interest in and to the Equity Shares in respect of which it has accepted the Tag Offer to the Proposed Buyer (or their nominee) on the date specified by the Proposed Sellers; and
 - 15.5.2 shall pay its pro-rata share (calculated by reference to the total number of Equity Shares being transferred by the Tagging Shareholder(s) and the Proposed Sellers), as a deduction from the gross pre-tax proceeds to be received pursuant to Article 15.1, without prejudice to any other deductions lawfully required to be made, of the costs reasonably incurred by the Proposed Sellers in connection with the Proposed Sale and the transfer of Shares pursuant thereto to the extent that it can reasonably be demonstrated that such costs were incurred on behalf of all the Tagging Shareholders.
- 15.6 Any transfer of Equity Shares on completion of a Proposed Sale may be made notwithstanding the provisions of Article 13 (Pre-emption on transfer), provided that an Investor shall not accept a Tag Offer without Majority Investor Consent.

- 15.7** If the Proposed Buyer has also agreed to purchase other Securities from the Proposed Sellers pursuant to the Proposed Sale, to the extent that some or all of the Shareholders (other than the Proposed Sellers and the Proposed Buyer or persons connected with or acting in concert with them) (each an "Other Tag Shareholder") hold other Securities, the Proposed Buyer must also offer to acquire from each Other Tag Shareholder the same proportion of the other Securities held by the Other Tag Shareholders as the proportion of other Securities to be transferred by the Proposed Sellers bears to the total number of other Securities held by the Proposed Sellers prior to the transfer, at such consideration per other Security as is equal to the highest consideration offered for each other Security by the Proposed Buyer to the Proposed Sellers. The relevant provisions of this Article 15 shall apply to the other Securities held by the Other Tag Shareholders and references to any Equity Shares held by such persons shall be construed accordingly.
- 15.8** The provisions of this Article 15 shall not apply to any Proposed Sale which is a Permitted Transfer under Article 11 or to any transfer of Shares pursuant to an Allocation Notice under Article 13 or to any transfer of Shares and/or other Securities pursuant to a Qualifying Offer under Article 14.

SHAREHOLDER MEETINGS

16. PROCEEDINGS OF SHAREHOLDERS

- 16.1** No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business and, subject to Article 16.2, for its duration. Two persons entitled to vote upon the business to be transacted, one being a Founder (so long as he is not a Leaver) and one of which shall be an Investor or a proxy for an Investor, shall be a quorum.
- 16.2** If within half an hour from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present for a period exceeding 10 minutes, with Investor Consent the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other time and place as an Investor Direction shall determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, if the Shareholder or Shareholders present include a proxy for, or a duly authorised representative of, an Investor, that person shall constitute a quorum.
- 16.3** A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded at any general meeting by the chairman, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote.
- 16.4** An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company:
- 16.4.1** in the case of a general meeting or an adjourned meeting, not less than 48 hours before the time appointed for the holding of the meeting or to the place of the meeting at any time before the time appointed for the holding of the meeting; and

- 16.4.2** subject to Article 16.5, in the case of a proxy notice given in relation to a poll, before the end of the meeting at which the poll was demanded.

In calculating when a proxy notice is to be delivered, no account is to be taken of any part of a day that is not a Business Day. A notice revoking the appointment of a proxy must be given in accordance with the Act.

- 16.5** When a poll has been demanded it shall be taken immediately following the demand.
- 16.6** The provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that the necessary quorum shall be two persons (or one person where there is only a single holder of any class of Share) holding or representing by proxy at least one third in nominal amount of the issued shares of that class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present then the provisions of Article 16.2 shall apply).
- 16.7** Directors may attend and speak at general meetings, whether or not they are members.

DIRECTORS

17. NUMBER OF DIRECTORS

The number of Directors (including the Investor Directors but excluding alternate directors) shall not be less than two in number.

18. ALTERNATE DIRECTORS

- 18.1** A Director (other than an alternate director) may appoint any other Director or (in the case of an Investor Director) any other Director or any Investor, to be an alternate director and may remove from office an alternate director so appointed.
- 18.2** A person who holds office only as an alternate director shall, if their appointor is not present, be counted in the quorum.
- 18.3** Any Director who is appointed an alternate director shall be entitled to vote at a meeting of the Board on behalf of the Director so appointing them in addition to being entitled to vote in their own capacity as a Director and shall also be considered as two Directors for the purpose of making a quorum of Directors unless he is the only individual present.

19. PROCEEDINGS OF DIRECTORS

General

- 19.1** The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Subject to Article 20.2 any two Directors (of whom one shall be an Investor Director (or his alternate director) and (save where both Founders are Founder Leavers) one shall be a Founder Director) shall constitute a quorum and a quorum of Directors must be present throughout all meetings of the Board, save that if the number of Directors is less than the number fixed as the quorum, the continuing Director or Directors may act only for the purpose of appointing another Director or Directors in accordance with Article 21.1.2 or of calling a general meeting. If the Chairman (as defined in the Investment Agreement) is not present at a meeting of the Board, the

provisions of Model Article 12 shall apply and a chairman appointed pursuant to such Model Article 12 shall be appointed solely for the relevant Board meeting. Model Article 12 shall be amended accordingly. The chairman of the meeting shall not have a second or casting vote, in the case of an equality of votes.

- 19.2** Any Director or alternate director may validly participate in a meeting of the Board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of Directors is not physically present in the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.
- 19.3** Model Article 5(1) shall be amended by the insertion of the words "with Investor Consent and Founder Consent" after the words "the directors may".

20. DIRECTORS' INTERESTS

Directors' conflicts of interest – Situational Conflicts

- 20.1** If a situation arises or exists in which a Director has or could have a Situational Conflict, without prejudice to the provisions of Articles 20.3 to 20.7, the Director concerned, or any other Director, may propose to the Board that such Situational Conflict be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the Situational Conflict in question. Subject to the Act, the Directors may authorise such Situational Conflict and the continuing performance by the relevant Director of their duties as a Director of the Company on such terms as they may think fit.
- 20.2** The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such Situational Conflict nor be entitled to vote on the resolution authorising it. If the relevant Director is the sole Investor Director or the sole Founder Director, for the purposes of any part of the meeting of the Directors at which a resolution authorising the relevant Situational Conflict pursuant to section 175(4)(b) of the Act is to be considered, the quorum requirement for such part of the meeting shall be any two Directors, neither of whom have any interest in the matter and notwithstanding the provisions of Article 20.1 it shall not be necessary for the Investor Director or the Founder Director, as the case may be, to be present during such part of the meeting for the quorum requirement to be met. If at a meeting of the Directors to authorise a Situational Conflict there are insufficient directors to form a quorum pursuant to Article 20.1 or this Article 20.2, one director entitled to vote on the matter under consideration shall constitute a quorum for that purpose.
- 20.3** Subject to compliance by him with his duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act which is the subject of this Article 20.3), a Director (including the chairman of the Company (if any), any Investor Director and any other non-executive Director) may, at any time:

- 20.3.1** be an officer of, employed by, or hold Shares or other securities (whether directly or indirectly) in the Company;
- 20.3.2** be a director or other officer of, be employed by or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in:
- (a) any other Group Company; or
 - (b) any entity which, directly or indirectly, holds Shares or other securities in the Company (a "**Relevant Investor**"); or
 - (c) any other entity in which a Group Company or a Relevant Investor also holds shares or other securities or is otherwise interested, whether directly or indirectly,

(in each case a "**Director Interest**") and notwithstanding their office or the existence of an actual or potential conflict between any Director Interest and the interests of the Company, which would fall within the ambit of that section 175(1), the relevant Director:

- 20.3.3** shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Director Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to their employment with the Company or other Group Company);
- 20.3.4** shall not be obliged to account to the Company for any remuneration or other benefits received by them in consequence of any Director Interest;
- 20.3.5** will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by them by virtue of their Director Interest and otherwise than by virtue of their position as a Director; and
- 20.3.6** if the relevant Director is an Investor Director, shall be entitled to disclose any Confidential Information to the Investors and, for the purposes of facilitating an Exit, any proposed purchaser, underwriter, sponsor or broker, subject to the relevant Investor Director using all reasonable endeavours to procure that any such recipient is made aware that it is Confidential Information and agrees to treat it accordingly.
- 20.4** For the purposes of Article 20.3.6, the expression "**Confidential Information**" shall mean all information (whether oral or recorded in any medium) relating to any Group Company's business, financial or other affairs (including future plans of any Group Company) which is treated by a Group Company as confidential (or is marked or is by its nature confidential).
- 20.5** Notwithstanding the provisions of Articles 20.1 and 20.3, the Majority Investors may, at any time, by notice in writing to the Company, authorise, on such terms as they shall think fit and shall specify in the notice, any Situational Conflict which has been notified to the

Board by any Director under Article 20.1 (whether or not the matter has already been considered under, or deemed to fall within, Article 20.1 or 20.3, as the case may be).

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

20.6.1 any Director having an interest of the type referred to in Article 20.1 where the relevant Situational Conflict has been approved as provided by that Article or which is authorised pursuant to Article 20.5; or

20.6.2 any Director having a Director Interest which falls within Article 20.3 or which is authorised pursuant to Article 20.5.

Directors' conflicts of interest – Transactional Conflicts

20.7 The provisions of Articles 20.1 to 20.6 shall not apply to Transactional Conflicts but the following provisions of this Article 20.7 and Articles 20.8 to 20.9 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the Act and (if applicable) Articles 20.8 and 20.9.

20.8 Subject to the provisions of the Act, and provided that they have disclosed to the other Directors the nature and extent of any material interest of theirs, a Director, notwithstanding their office:

20.8.1 may be a party to, or otherwise interested in, any existing or proposed transaction or arrangement with the Company or in which the Company is otherwise interested;

20.8.2 may be a director or other officer of, or employed by, or a party to any existing or proposed transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

20.8.3 shall not, by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

20.9 For the purposes of Article 20.8:

20.9.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any existing or proposed transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

20.9.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect them to have knowledge shall not be treated as an interest of theirs.

20.10 Without prejudice to the obligation of each Director to declare an interest in accordance with the Act a Director may vote at a meeting of the Board or of a committee of the Board

on any resolution concerning a matter in which they have an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which they have a duty. Having so declared any such interest or duty they may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if they vote on such resolution their vote shall be counted.

21. APPOINTMENT AND REMOVAL OF DIRECTORS

21.1 Any person who is willing to act as a director and is permitted by law to do so may be appointed as a director of the Company either:

21.1.1 by ordinary resolution of the members; or

21.1.2 by a resolution of the Board (with Investor Consent).

21.2 The Majority Investors shall be entitled to remove any Founder who is a Founder Director and who is, or becomes, a Founder Leaver from the Board and to appoint another person or persons in their place. Each such appointment and/or removal shall be made by notice in writing served on the Company and shall take effect on the date specified in the notice.

22. RETIREMENT BY ROTATION

The Directors shall not be liable to retire by rotation.

23. COMPANY SECRETARY

Subject to the Act, the Company Secretary (if any) shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Company Secretary so appointed may be removed by the Directors.

MISCELLANEOUS

24. THE SEAL

In addition to its powers under section 44 of the Act, the Company may have a seal and the Directors shall provide for the safe custody of any such seal. If there is a seal, the Directors shall determine who may sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by at least one authorised person in the presence of a witness who attests his signature. For the purposes of this article, an authorised person is any Director, the Company Secretary (if any) or any person authorised by the Directors for the purpose of signing documents to which the seal is applied.

25. INDEMNITY AND INSURANCE

25.1 Subject to, and on such terms as may be permitted by the Act, the Company may (with Investor Consent) or will (pursuant to an Investor Direction):

25.1.1 indemnify, out of the assets of the Company, any director of the Company or any associated company against all losses and liabilities which they may sustain or incur in the performance of the duties of their office or otherwise in relation thereto;

25.1.2 provide a Director with funds to meet expenditure incurred or to be incurred by them:

- (a) at any time in defending any civil or criminal proceedings brought or threatened against them; or
- (b) in defending themselves in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable a Director to avoid incurring such expenditure; and

25.1.3 provide a director of any holding company of the Company with funds to meet expenditure incurred or to be incurred by them in:

- (a) defending any civil or criminal proceedings brought or threatened against them; or
- (b) defending themselves in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable such director to avoid incurring such expenditure; and

25.1.4 purchase and maintain insurance for any Director or any director of any associated company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by them in relation to the Company or any such associated company.

25.2 For the purpose of Article 25.1 above, a company will be "**associated**" with another if one is a subsidiary of the other or both are subsidiaries of the same body corporate as such terms are defined in the Act.

26. NOTICES

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

26.2 Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person by hand (which, for the avoidance of doubt shall include delivery by courier) or by sending it by first-class post in a pre-paid envelope, addressed to such Shareholder or other person at their postal address (as appearing in the Company's register of members in the case of Shareholders) or (except in the case of Excluded Notices and share certificates) by sending or supplying it in electronic form or by website communication in accordance with Articles 26.4 or 26.5. Excluded Notices shall be sent to or served upon the relevant person as required by these Articles in hard copy and

delivered by hand or sent by first-class post in a pre-paid envelope and shall not be sent in electronic form.

26.3 In the case of a Shareholder Communication (including an Excluded Notice) sent by first-class post, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received 2 Business Days after the envelope containing it was posted. A Shareholder Communication (including an Excluded Notice) delivered by hand shall be deemed to be given or received on the day that it is left at the relevant postal address if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time.

26.4 Subject to the provisions of the Statutes, any Shareholder Communication (except an Excluded Notice or a share certificate) will be validly sent or supplied by the Company to a person if sent or supplied in electronic form provided that person has agreed (generally or specifically) (or, if the person is a company and is deemed by the Statutes to have agreed) that the communication may be sent or supplied in that form and:

26.4.1 the Shareholder Communication is sent in electronic form to such address as may for the time being be notified by the relevant person to the Company (generally or specifically) for that purpose or, if that relevant person is a company, to such address as may be deemed by a provision of the Statutes to have been so specified; and

26.4.2 that person has not revoked the agreement.

26.5 Subject to the provisions of the Statutes, any Shareholder Communication (except an Excluded Notice or a share certificate) will be validly sent or supplied by the Company to a person if it is made available by means of a website communication where that person has agreed, or is deemed by the Statutes to have agreed (generally or specifically) that the communication may be sent or supplied to him in that manner and:

26.5.1 that person has not revoked the agreement;

26.5.2 the person is notified in a manner for the time being agreed for the purpose between the person and the Company of:

(a) the presence of the Shareholder Communication on the Company's website;

(b) the address of that website; and

(c) the place on that website where the Shareholder Communication may be accessed and how it may be accessed; and

26.5.3 the Shareholder Communication continues to be published on the Company's website throughout the period specified in the Act, provided that if it is published on the website for part but not all of such period, the Shareholder Communication will be treated as published throughout that period if the failure to publish it throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

- 26.6** When any Shareholder Communication is sent by the Company in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder, and in the case of the provision of a Shareholder Communication by website communication, it shall be deemed to have been received when it was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that it was available on the website pursuant to Article 26.5.2.
- 26.7** Where in accordance with these Articles a Shareholder or other person is entitled or required to give or send to the Company a notice in writing (other than an Excluded Notice), the Company may, in its absolute discretion, (or shall, if it is deemed to have so agreed by any provision of the Statutes) permit such notices (or specified classes thereof) to be sent to the Company in such electronic form and at such address as may from time to time be specified (or be deemed by the Statutes to be agreed) by the Company (generally or specifically) for the purpose, subject to any conditions or restrictions that the Board may from time to time prescribe (including as to authentication of the identity of the person giving or sending such notice to the Company).
- 26.8** A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company. If, on three consecutive occasions, a notice to a Shareholder has been returned undelivered, such Shareholder shall not thereafter be entitled to receive notices from the Company until he shall have communicated with the Company and supplied in writing to the office a new postal or electronic address for the service of notices. For these purposes, a notice shall be treated as returned undelivered if the notice is sent by post and is returned to the Company (or its agents) or, if sent in electronic form, if the Company (or its agents) receive(s) notification that the notice was not delivered to the address to which it was sent.
- 26.9** In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders. Any provision of this Article 26 which refers to anything agreed, notified or specified by a member shall be deemed to have been validly agreed, notified or specified, notwithstanding any provisions of the Statutes, if agreed, notified or specified by only one and not all of the joint holders of any Shares held in joint names.

27. WINDING UP

On a Winding-Up, the liquidator may, with Investor Consent and any other sanction required by the Act, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he determines (with Investor Consent and any other sanction required by the Act), but no Shareholder shall be compelled to accept any assets upon which there is a liability.