

CERTIFIED COPY RESOLUTION

ROYAL CIRCUS LIMITED (the "Company")
Company Number SC537252

Effective Date: 21st August 2018

On the Effective Date, the following ordinary and special resolutions of the Company were passed by means of a written resolution of the member of the Company:

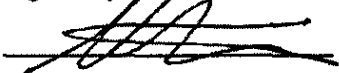
SPECIAL RESOLUTION

1. "That all rights of pre-emption whether arising under the articles of association of the Company, the Act or otherwise be and are hereby waived in respect of any allotment of shares made pursuant to resolution 5 below."
2. "That the articles of association in the form annexed and signed as relative to the written resolution of the members of the Company for the purposes of identification be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company." Sub-division of the authorised share capital"
3. "That each of the £1 Ordinary Shares comprising the authorised share capital of the Company (including the issued shares) be and is hereby sub-divided into 10,000,000 Ordinary Shares of £0.0000001 each."
4. "That the 10,000,000 ordinary shares of £0.0000001 each in the capital of the Company (following the sub-division referred to at resolution 3 above) which have been issued to and are registered in the name of Leslie Peter Benzies and which are fully paid up be and are hereby re-classified as 10,000,000 A ordinary shares of £0.0000001 each, such shares having the rights and being subject to the conditions attached to them respectively by the articles of association to be adopted pursuant to special resolution numbered 2 below."

ORDINARY RESOLUTIONS

5. "That the directors of the Company be and are hereby generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 (as amended) (the "Act") to allot and issue such number of relevant securities (as defined in that section) the maximum nominal amount of relevant securities to be allotted in pursuance of this authority shall be authorised to allot up to 1,315,000 B Ordinary Shares of £0.0000001 each, pursuant to options that may be granted to management, employees or consultants of the Company declaring that such authority shall (unless sooner renewed, varied or revoked by the Company) expire five years from the Circulation Date specified above, provided that the Company may before the expiry of such authority make an offer or agreement which would or might require relevant securities to be allotted after the expiry of this authority and the directors may allot relevant securities in pursuance of any such offer or agreement as if the authority conferred hereby had not expired."
6. "THAT all other authorities conferred on the directors prior to the date of passing of this resolution to allot relevant securities or shares are hereby revoked."

Signed by:-



Director

SATURDAY



SCT *S7D2XKWO* 25/08/2018 #356
COMPANIES HOUSE

NOTES AND STATEMENTS REFERRED TO IN THE ATTACHED WRITTEN RESOLUTION

1. Eligible members are the members who would have been entitled to vote on the resolution(s) on the Circulation Date.
2. You can choose to agree to all of the resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - **By hand:** delivering the signed copy to Alastair J. Smith, Lindsays, Caledonian Exchange, 19A Canning Street, Edinburgh, EH3 8HE.
 - **Post:** returning the signed copy by post to Alastair J. Smith, Lindsays, Caledonian Exchange, 19A Canning Street, Edinburgh, EH3 8HE.
 - **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to alastairsmith@lindsays.co.uk. Please enter "Written resolutions re Royal Circus Limited" in the e-mail subject box.

If you do not agree to the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
4. Unless, within 28 days, beginning with the Circulation Date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
5. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
6. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.
7. By providing a contact email address to the Company, you are expressly authorising the Company to use this address for the purposes of future communications with you. Please ensure that if this address changes in future, you advise the directors of the Company in writing.
8. The directors of the Company are recommending the disapplication of pre-emption rights referred to in the resolutions above to incentivize staff by way of delivering share options to them.



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ROYAL CIRCUS LIMITED

(SC537252)

Adopted on 21st August 2018

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF
ROYAL CIRCUS LIMITED
(SC537252)

(Adopted on 21 August 2018)

1 Interpretation

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

"Act"	means the Companies Act 2006 as amended or re-enacted from time to time;
"Allocation Notice"	shall have the meaning given in Article 10.8;
"Applicant"	shall have the meaning given in Article 10.7;
"Approved Person(s)"	shall have the meaning given in Article 10.5(f);
"Articles"	means these Articles of Association of the Company constituted by the following articles for the time being in force (inclusive of any duly authorised alterations or amendments);
"A Share"	means an ordinary share of £0.0000001 in the capital of the Company designated as an A Share and "A Shares" shall be construed accordingly;
"Available Profits"	means profits available for distribution within the meaning of part 23 of the Act.
"Bad Leaver"	means a person who:- (a) ceases (i) employment with the Company or any Group Member of the Company or (ii) holding the office of Director or consultant of the Company or any Group Member of the

	Company, other than as a Good Leaver, or
	(b) after ceasing to be an employee, Director, officer or consultant of the Company of any Group Member of the Company as a Good Leaver, is in breach of his restrictive covenants or obligations of confidentiality contained in his employment contract and/or service or consultancy agreement;
"Board"	means the Board of Directors of the Company from time to time;
"B Share"	means an ordinary share of £0.000000.1 in the capital of the Company designated as an B Share and "B Shares" shall be construed accordingly;
"B Shares Leaver"	shall have the meaning given in Article 11.3;
"B Shares Purchase Price"	shall have the meaning given in Article 11.3;
"business day"	means any day (other than a Saturday, Sunday or public holiday in Scotland) on which clearing banks in Edinburgh are generally open for business;
"Company"	means Royal Circus Limited, a company incorporated under the Companies Acts, registered in Scotland under number SC537252 and having its registered office at 29 Constitution Street, Edinburgh, Scotland, EH6 7BS;
"Conflict"	shall have the meaning given in Article 18.1;
"Controlling Interest"	means an interest in any shares (within the meaning of sections 820 to 825 inclusive of the Act) in the capital of the Company conferring in aggregate more than fifty per cent (50%) of the total voting rights conferred by all the shares in the capital of the Company from time to time in issue and conferring the right to vote at all general meetings of the Company;
"Director"	means a director of the Company duly appointed in accordance with these Articles;
"Drag Along Notice"	shall have the meaning given in Article 13.1;
"Employee Benefit Trust"	means any employee benefit trust established or to be established for the benefit of employees of the Company, its holding company or any subsidiary;

"Employee Shareholder"	means any employee, Director, officer or consultant of the Company, expressly excluding for all time coming the Founder;
"Excess Shares"	shall have the meaning given in Article 7.3;
"Expert"	means an expert appointed by agreement between the parties in dispute, or in the absence of such agreement, appointed by the President for the time being of the Institute of Chartered Accountants of Scotland. The Expert shall act as expert and not as an arbitrator and his written determination shall (save in case of manifest error) be final and binding on the parties. The costs of the Expert shall, unless otherwise provided for in terms of these Articles or unless decided otherwise by the Expert in his sole discretion, be payable equally between the parties in dispute;
"Fair Value"	means the fair market value as determined by the Expert in accordance with the provisions of Article 10.4b);
"Family"	means a parent or child or remoter issue (whether natural or adopted) over the age of 18 years of a member of the Company or wife, widow, husband or widower of any such parent, child or remoter issue or of the member of the Company himself or herself;
"Family Trust"	means, in relation to a member being an individual or a deceased member, a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of (i) that member and/or his Family or (ii) any charity or charities as default beneficiaries, and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such member or his Family;
"Founder"	means Leslie Peter Benzies, c/o Lindsays, Caledonian Exchange, 19A Canning Street, Edinburgh EH3 8HE;
"Founder's Director(s)"	shall have the meaning given in Article 16.1;
"Founder Related Interest"	shall have the meaning given in Article 18.8;
"Good Leaver"	means a person who ceases:- (i) employment with the Company or any Group

Member of the Company; or

- (ii) holding the office of Director or consultant of the Company or any Group Member of the Company in any of the following situations:-**
 - (a) by reason of wrongful dismissal of the employee;**
 - (b) by reason of the employee leaving employment for reasons of ill health or disability as certified to the Board's reasonable satisfaction by an independent doctor or where the death or long term illness or disability of a spouse, parent, long term partner or child of the employee makes it reasonably necessary for the employee to provide care by himself or herself to that spouse, parent, partner or child;**
 - (c) by reason of the unfair dismissal of the employee;**
 - (d) by reason of the dismissal of the employee by reason of redundancy;**
 - (e) by reason of the death of the employee, consultant or the Director (as the case may be);**
 - (f) by reason of the retirement of the employee, Director or consultant at the statutory retirement age (or such other date as is mutually agreed between the Company or any Group Member of the Company and the employee, Director or consultant (as the case may be));**
 - (g) by reason of the removal of a Director and employee as Director in circumstances where simultaneous dismissal as an employee would fall within the categories in paragraphs (a) or (c) above;**
 - (h) by reason of the unlawful termination by the Company or any Group Member of the Company of the letter of appointment for the services of any non-executive Director or the non renewal of the said letter of appointment at the instance of the Company or any such Group Member;**
 - (i) by reason of the unlawful termination by the Company or any Group Member of the Company of the consultancy contract for**

the services of any consultant or the non renewal of the said consultancy contract at the end of its term at the instance of the Company or any such Group Member; or

- (j) any other circumstances in which the Founder, in his sole discretion, deems the Employee Shareholder to be a Good Leaver;

"Group Member"	means any wholly-owned subsidiary company or a holding company or any wholly owned subsidiary of such holding company;
"holder"	in relation to shares means the member whose name is entered in the Register of Members of the Company as the holder of the shares;
"holding company"	has the meaning attributed to it in section 1159 and schedule 4 of the Act;
"Interested Director"	shall have the meaning given in Article 18.1;
"Majority Member(s)"	shall have the meaning given in Article 13.5;
"Minority Members"	shall have the meaning given in Article 13.5;
"Model Articles"	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as may have been amended prior to the date of adoption of these Articles;
"New Member"	shall have the meaning given in Article 13.3;
"Offer Notice"	shall have the meaning given in Article 10.5;
"Offeror"	shall have the meaning given in Article 13.1;
"officer"	means an officer of the Company and includes a Director, manager or the Secretary;
"Option Holder"	means a holder of options, warrants or any other right to acquire new shares in the share capital of the Company;
"Qualifying Majority"	means 75%;
"Qualifying Offer"	shall have the meaning given in Article 13.5;
"Relevant Date"	means:-

- (a) the date on which the contract of employment (or appointment, as the case may be) is terminated which in the case where notice is served shall be the date on which such notice expires and in the case where payment in lieu of notice is made shall be the date on which such payment is made and in the case of death shall be the date of death; or
- (b) the date on which the Board became aware of an Employee Shareholder, after ceasing to be an employee, Director, officer or consultant of the Company of any Group Member of the Company as a Good Leaver, breaching his restrictive covenants or obligations of confidentiality contained in his employment contract and/or service agreement;

"Restricted Shares"	shall have the meaning given in Article 11.1;
"Sale Shares"	shall have the meaning given in Article 10.1;
"Specified Price"	shall have the meaning given in Article 12.2;
"Specified Shares"	shall have the meaning given in Article 12.1;
"subsidiary"	has the meaning attributed to it in Section 1159 and Schedule 6 of the Act;
"Transferor"	shall have the meaning given in Article 10.1;
"Transfer Notice"	means a notice given or deemed to be given pursuant to Articles 9.3 or 10.1; and
"Transfer Price"	means the price per share determined in accordance with Article 10.4.

1.2 Unless the context requires otherwise the words or expressions contained in these Articles bear the same meaning as in the Act, but excluding any statutory modification thereof not in force on the date of adoption of these Articles.

1.3 In these Articles:

- a) Article headings are included for convenience only and shall not affect the construction of these Articles;
- b) words denoting the singular shall include the plural and vice versa;
- c) words denoting one gender include each gender and all genders;
- d) references to persons are deemed to include references to natural persons, to firms, to partnerships, to companies, to corporations, to associations, to organisations and to trusts (in each case whether or not having separate legal personality).

2 Model Articles

- 2.1 The Regulations contained in the Model Articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI2008/3229) as amended prior to the date of adoption of these Articles shall apply to the Company except insofar as they are excluded by or are inconsistent with the Articles. References herein to "Regulations" are to Regulations in the Model Articles.

3 Regulations

- 3.1 The Model Articles shall apply to the Company, except in so far as they are inconsistent with any provision herein or are modified or excluded by these Articles. Regulations 9(1) and (3), 11(2), 13, 14(1), (2), (3) and (4), 17(1), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company (unless otherwise noted in these articles of association).
- 3.2 In Regulation 2 of the Model Articles shall be amended so that the liability of any Member in default of a call is increased by the addition at the end of Regulation 2 "and all expenses that may have been incurred by the Company by reason of such non-payment".
- 3.3 In Regulation 7 of the Model Articles shall be amended by:
- a) the insertion of the words "for the time being" at the end of Regulation 7(2)(a); and
 - b) the insertion in Regulation 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 3.4 Regulation 20 of the Model Articles shall be amended by the insertion of the words "and the secretary (where applicable)" immediately after the word "director" and immediately before the words "properly incur".
- 3.5 In Regulation 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 3.6 Regulation 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to Regulation 10," after the word "But".
- 3.7 Regulation 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Regulation 28(2)," after the words "the transmittee's name".
- 3.8 Regulation 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case in which the words appear "either in writing or as the directors may otherwise decide" and replacing those words with the words "in writing".

4 Authorised Capital

- 4.1 Notwithstanding any other provision of these Articles, the issued share capital of the Company at the date of adoption of these Articles is £1 divided into 10,000,000 A Shares of £0.0000001 each.

- 4.2 Pursuant to the Act, all statutory rights of pre-emption regarding the allotment and issue of new shares in the Company shall be excluded from applying to the Company. In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 4.3 Save to the extent authorised by the Articles or authorised from time to time by an ordinary resolution of the members, the Directors shall not:-
- a) exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company, or
 - b) be authorised to issue shares in excess of the authorised share capital as per Article 4.1 above.
- 4.4 Section 550 of the Act shall not apply to the Company.

5 Lien

- 5.1 The Company shall have a first and paramount lien on all shares, whether fully paid up or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all monies presently payable by him or his estate to the Company. Furthermore, such lien shall extend to all amounts payable in respect of a share. A declaration may be made by the Directors at any time that any share be wholly or partially exempt from the provisions of this Article.

6 Voting and Dividend Rights

- 6.1 Every member shall have one vote per A or B Share held except as noted below.
- 6.2 Each of the following shall be deemed to constitute a variation of the rights attached to each class of shares:
- a) any alteration in the articles of association of the Company which affects the rights of that class of share; and
 - b) any reduction, subdivision, consolidation, redenomination, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company or any of the rights attaching to any share capital.
- 6.3 The B Shares in issue (from time to time) shall in no circumstances have voting rights of more than 20% of all voting rights available. However, the A Shares and the B Shares are to be in all other respects be treated *pari passu* (except as otherwise dealt with in these Articles).

Worked example:-

95 A Shares in issue and 5 B Shares in issue then 95% voting rights to A Shares and 5% to B Shares; and

95 A Shares in issue and 95 B Shares in issue then 80% voting rights to A Shares and 20% to B Shares.

- 6.4 Voting rights attached to and in respect of the B Shares may be suspended in accordance with Article 11.

- 6.5 In respect of any financial year, the Available Profits of the Company shall be used to pay dividends to the A Shares only (unless otherwise consented to by the Founder in advance and in writing).
- 6.6 Subject to the Act, the Directors may pay interim dividends provided that:
- a) the Available Profits of the Company justify the payment; and
 - b) the Company obtains the Consent of the Founder to any such interim dividend.
- 6.7 Each dividend shall be distributed to the appropriate Shareholders pro rata according to the number of Shares of the relevant class held by them respectively and shall accrue daily (assuming a 365 day year) as well after as before the commencement of a winding up. All dividends are expressed net and shall be paid in cash.

7 Further issue of shares

- 7.1 Subject to Articles 7.6 and 7.7, the Directors shall be bound to offer the members holding A Shares of the Company such a proportion of any new A Shares being issued with no entitlement to the holder of B Shares. Where B Shares are to be issued these should first be offered to the holder of A Shares of the Company which the Directors determine to issue as the aggregate nominal value of shares in the equity share capital of the Company for the time being held by such member bears to the total issued A Shares of the Company immediately prior to the issue of shares.
- 7.2 Any offer communicated to the shareholders pursuant to Article 7.1 shall state:
- a) the number of shares offered;
 - b) the proportionate entitlement of the relevant member;
 - c) the price per share; and
 - d) the period (not being less than 30 days) within which the offer, if not accepted, will be deemed to be declined.
- 7.3 If after the expiration of the period for acceptance there are any shares that are not subscribed for by any of the members ("**Excess Shares**"), the Directors shall offer the Excess Shares to the persons who have, within the said period, accepted all the shares offered to them, which further offer shall state:
- a) the number of Excess Shares being offered;
 - b) the period (not being less than 15 days) within which the offer in respect of the Excess Shares, if not accepted, will be deemed to be declined; and
 - c) that the member may offer to subscribe for any number of Excess Shares (over and above that member's proportionate entitlement to the Excess Shares) that are not subscribed for by the other members.
- 7.4 If the Directors receive acceptances for more than the number of Excess Shares offered for subscription, each member who has offered to subscribe for the Excess Shares shall be entitled to a number of Excess Shares to be

allocated as nearly as possible, in the discretion of the Directors, to each of the members, pro rata to their existing holdings of shares but so that no member shall be allocated more Excess Shares than applied for.

7.5 Any shares not taken up in accordance with the foregoing provisions shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that:

- a) such shares shall not be disposed of on terms which are more favourable to the proposed allottees thereof than the terms on which they were offered to the members;
- b) any disposal shall occur within a period of three months from the date of the offer communicated pursuant to Article 7.2.

7.6 Shares forming part of the issued equity share capital of the Company which do not have the right to vote shall be excluded from any rights of pre-emption set out in Article 7.1 and shall be ignored in calculating the entitlements of the other shareholders pursuant to this Article 7.

7.7 Article 7.1 shall not apply to any shares which the Company may, having had the express written consent of the Founder, at any time by special resolution declare shall not be subject to the provisions of Article 7.1.

8 Transfer of Shares – General Principles

8.1 No member shall dispose of any share except:

- a) as permitted by Article 9 (Permitted Transfers);
- b) as permitted by and in accordance with Article 10 (Pre-emption Rights);
- c) in accordance with Article 12 (Transfer of Control);
- d) in accordance with Article 13 (Drag Along); or
- e) where consented to by all members in writing (other than the transferring member);

(but subject always to the restrictions contained in Article 8.3 below) and the Directors shall decline to register any transfer that is either not made in accordance with the provisions of these Articles or is of shares on which the Company has a lien.

8.2 Reference in Article 8.1 to disposing of shares shall include disposing of any interest in or right attaching to any shares or renouncing or assigning any right to receive or subscribe for any shares or creating or permitting to exist any charge, lien, encumbrance or trust over any share or agreeing to do any such thing.

8.3 No share shall in any circumstances be issued or transferred to any minor, bankrupt or person of unsound mind.

8.4 Any reference in these Articles to the transfer of a share shall include the transfer or purported transfer of the beneficial ownership of such share.

- 8.5 Whenever a share is transferred to a member holding shares only of another class such first mentioned share shall ipso facto and forthwith be converted into and re-designated as a share of such other class.
- 8.6 Whenever a share is transferred to a member holding shares with no voting rights, such first mentioned share shall ipso facto become non-voting in accordance with Article 11.

9 Permitted Transfers

9.1 A member being:

- a) an individual may at any time without restriction as to price or otherwise transfer any or all of the shares held by him to a member of his Family or to the trustee or trustees of a Family Trust; and
- b) a company may, at any time without restriction as to price or otherwise, transfer all or any of its shares in the Company to a Group Member of such company; and
- c) the Employee Benefit Trust may action a transfer or transmission of a share by the Employee Benefit Trust to an employee of the Company or a Group Member of the Company (other than the Founder); and
- d) the Founder may at any time without restriction the need or consent as to price or otherwise transfer any or all of the shares held by him to any person or company; and
- e) an individual or a Company may at any time transfer shares to the Founder without restriction as to price or otherwise.

9.2 Where the shares are held by trustees upon a Family Trust:

- a) such shares may on a change of trustees be transferred to the new trustees of that Family Trust; and
- b) such shares may at any time be transferred to any person to whom under Article 9.1 the same could have been transferred by the settlor if he had remained the holder thereof.

9.3 In the event that a person to whom shares are transferred pursuant to this Article 9 (other than Articles 9.1c) or 9.1d) or 9.1e)) ceases to be within the required relationship to the transferor, the shares shall be transferred back to the person who transferred them or to any other person falling within the required relationship under Article 9.1 and if the holder of such shares fails to transfer the shares in those circumstances, such holder shall be deemed to have served a Transfer Notice indicating that he wishes to transfer all of his shares in the Company and shall be deemed to have constituted the agent for the Company for the sale of such shares in accordance with the provisions of Articles 10.3 to 10.10.

9.4 The Directors may :

- a) require to be satisfied in such manner as they may reasonably require that a particular transfer of shares is permitted under these Articles and require the transferring member or person named as the transferee in a

transfer lodged for registration to furnish the Directors with such information and evidence as they may think reasonably necessary or relevant, and failing such information or evidence being furnished within a period of 28 days after such request, the Directors shall be free to refuse to register such a transfer;

- b) decline to register any transfer of any share by a member to a person pursuant to Article 9.1a) where the Directors do not approve of such person.

10 Pre-emption Rights

10.1 Transfer Notice

Except where a transfer is permitted pursuant to Article 9 (Permitted Transfers), a member wishing to transfer his shares or any of them ("**Transferor**") shall give notice in writing (a "**Transfer Notice**") to the Company specifying:

- a) the number of shares which he desires to transfer (the "**Sale Shares**"); and
- b) the price at which he proposes to transfer the shares; and
- c) the name of any third party to whom he proposes to sell or transfer the shares.

10.2 Total Transfer Condition

A Transferor shall be entitled to state in the Transfer Notice a provision that unless all the shares comprised therein are sold, none shall be sold ("**Total Transfer Condition**").

10.3 Service of the Transfer Notice on the members

The Directors shall within 14 days after receipt of any Transfer Notice from a Transferor, by serving written notice, send a copy of the Transfer Notice to the other members.

10.4 Transfer Price

- a) The "**Transfer Price**" in respect of the Sale Shares shall be the price per share as the Board may agree in writing with the Transferor, or, failing such agreement on price, the Fair Value.
- b) "**Fair Value**" shall be determined by an Expert. The Company will use its reasonable endeavours to procure that the Expert determines the Fair Value within 21 days of being requested to do so. The costs of the Expert shall be borne (i) by the Company where no transfers subsequently occur pursuant to this Article or (ii) equally by the Transferor and any transferee(s) where a transfer or transfers subsequently occur pursuant to this Article. Fair Value in respect of the Sale Shares shall be calculated as at the date of the appointment of the Expert and shall be based upon the following assumptions:
 - (i) an arm's length sale between a willing vendor and a willing purchaser;

- (ii) if the Company is carrying on a business as a going concern, on the assumption that it will continue to do so;
- (iii) that the Sale Shares are capable of being transferred without restriction; and
- (iv) that account is taken of the minority interest of Sale Shares and subsequent lack of marketability.

10.5 Offer Notice

Within 14 days of the determination of the Transfer Price pursuant to Article 10.4, the Directors shall, by notice in writing ("**Offer Notice**"):

- a) inform the Founder, the Employee Benefit Trust and the Transferor of the Transfer Price, subject to Article 10.12, 10.7 and 10.1 in the first instance and Approved Person(s) (as defined in clause 10.5 f)) if necessary or desired;
- b) offer the Sale Shares to the persons as delineated in clause 10.5 f), subject to Article 10.12, 10.7 and 10.1;
- c) state the period (not being less than 14 days and no greater than 21 days) within which the offer, if not accepted, will be deemed to be declined in relation to each class of potential transferee;
- d) state whether or not the Transfer Notice contained a Total Transfer Condition;
- e) state that in each case, the said person may offer to subscribe for any number of Sale Shares that are offered;
- f) state that the Sale Shares shall be allocated:-
 - (i) (first) to the Founder to the extent that he wishes to take up these rights;
 - (ii) (second) to the Employee Benefit Trust to the extent that they wish to take up these rights;
 - (iii) (third) to such person(s) as may be approved by the Board ("**Approved Person(s)**") to the extent that they wish to take up these rights; and
 - (iv) (fourthly) to the Company (buyback) subject to compliance with the Act.

10.6 Revocation by the Transferor of the Transfer Notice

Where the Transfer Price has been determined by an Expert, the Transferor shall be entitled to revoke by written notice to the Board the Transfer Notice if the Transfer Price is not acceptable to him provided that he does so before the expiration of the period for acceptance referred to in Article 10.5c).

10.7 Allocation of the Sale Shares

A Share Transfer

In respect of the A Shares:-

- a) After the expiration of the period for acceptance referred to in Article 10.5c), the Directors shall allocate the Sale Shares in the following manner:
 - (i) Sale Shares shall be allocated in priority:-
 - (a) firstly, to the Founder where he has indicated he wishes to buy the Sale Shares;
 - (b) secondly, to the Employee Benefit Trust where there are remaining Sale Shares holding the same class of share. If after all applications for Sale Shares from that particular class have been satisfied there are any Sale Shares remaining, such Sale Shares shall be allocated in satisfaction of applications received from members holding the other class of share;
 - (c) thirdly to Approved Person(s) to the extent that they wish to take up these rights;
 - (d) fourthly to the Company (buyback) subject to compliance with the Act.
 - (ii) subject to paragraph (i) above, the Sale Shares shall be allocated to each person who has agreed to purchase shares (each an "Applicant");
- b) if by the foregoing procedure, the Board shall not have received acceptances in respect of all the Sale Shares within the period for acceptance as aforesaid, they shall give further notice in writing of the fact to the members, whereupon the holders of over 50% in nominal value of the issued equity share capital of the Company (excluding for the purposes of such calculation the shares held by the Transferor) shall be entitled within a period of 14 days of the date of service of that notice to nominate (by giving notice in writing to the Board) any person or persons including the Company to purchase all or any of the Sale Shares; and
- c) if the Transfer Notice contained a Total Transfer Condition, where acceptances have not been received and/or persons have not been nominated in respect of all the Sale Shares pursuant to the foregoing procedure, all the members shall be deemed to have declined the Sale Shares.

B Share Transfer

In respect of the B Shares if the Transfer Notice (including a Deemed Transfer Notice) relates to the sale of any B Shares then such B Shares shall be offered using the following process:-

- a) B Shares shall be allocated in priority:-
 - (i) firstly, to the Founder where he has indicated he wishes to buy some or all of the B Shares on offer;
 - (ii) secondly, to the Employee Benefit Trust where there are remaining B Shares on offer to those holding the same class of

share. If after all applications for B Shares from that particular class have been satisfied there are any B Shares remaining, such B Shares shall be allocated in satisfaction of applications received from members holding the other class of share;

- (iii) thirdly to Approved Person(s) to the extent that they wish to take up these rights;
 - (iv) fourthly to the Company (buyback) subject to compliance with the Act;
- b) subject to paragraph (a) above, the B Shares shall be allocated to each person who has agreed to purchase shares (each an **"Applicant"**);
- c) if by the foregoing procedure, the Board shall not have received acceptances in respect of all of the B Shares within the period for acceptance as set out below, the Board shall give further notice in writing of the fact to the members, whereupon the holders of over 50% in nominal value of the issued equity share capital of the Company (excluding for the purposes of such calculation the shares held by the Transferor) shall be entitled within a period of 14 days of the date of service of that notice to nominate (by giving notice in writing to the Board) any person or persons including the Company to purchase all or any of the Sale Shares save that the person(s) nominated are not obliged to purchase all or any of the Sale Shares unless they have expressly consented in writing to do so; and
- d) if the Transfer Notice contained a Total Transfer Condition, where acceptances have not been received and/or persons have not been nominated in respect of all of the B Shares pursuant to the foregoing procedure, all the members shall be deemed to have declined the B Shares so offered.
- e) The price for the transfer of B Shares as identified in this paragraph 10.7 shall be at:-
 - (i) the lower of nominal value for the B Shares or Fair Value where the Employee Shareholder is a Bad Leaver; or
 - (ii) Fair Value where the Employee Shareholder is a Good Leaver in accordance with the terms of Article 11.3.

The Board shall give members 21 days from the date of the Transfer Notice to accept the offer of the B Shares (the **"B Shares Acceptance"**). The Directors shall have a period of 60 days from the date of any such B Shares Acceptance to (i) obtain from the Transferor any necessary consents and authorities including any required under the Act for any such purchase by the Company and (ii) to complete any such purchase;

- f) in the event that the B Shares are not acquired in accordance with this Article 10.7 they shall be retained by the existing holder thereof.

10.8 Completion of the transfers

The Directors shall forthwith upon completing the calculations of the allocations pursuant to Article 10.7 give notice (**"Allocation Notice"**) to the Transferor and

to each of the Applicants of the allocation of the Sale Shares in accordance with that Article, specifying the number of Sale Shares allocated to each Applicant and/or nominated person(s) and the place and the time (being not later than 7 days after the Allocation Notice) at which each of the parties shall be bound to complete the sale and purchase of such Sale Shares.

The Transferor shall be bound, on receipt of the payment of the Transfer Price in respect of each Sale Share, to transfer the Sale Shares comprised in the Allocation Notice to the Applicant named therein at the time and place specified therein.

10.9 Default by the Transferor

If the Transferor defaults in transferring the Sale Shares:

- a) the Founder, the Chairman for the time being of the Company or failing him one of the Directors or some other person duly nominated by the Board for that purpose, shall be deemed to be the duly appointed attorney of the Transferor with full power to execute, complete and deliver in the name and on behalf of the Transferor a transfer of the relevant Sale Shares to the Applicant or nominated person;
- b) the Directors may receive and give good discharge for the Transfer Price on behalf of the Transferor and (subject to the transfer being duly stamped) enter the name of the Applicant or nominated person in the Register of Members as the holder by transfer of the relevant Sale Shares;
- c) the Directors shall forthwith pay the Transfer Price into a separate bank account in the Company's name and if and when the Transferor shall deliver up his certificate(s) for the relevant Sale Shares to the Company (or an appropriate indemnity in respect of lost certificates) then he shall be paid the Transfer Price without interest and less any sums owed to the Company by the Transferor pursuant to these Articles or otherwise; and
- d) if such certificate includes any shares which the Transferor has not become bound to transfer as aforesaid, then the Company shall issue to him a balance certificate for such shares.

10.10 Sale of declined Sale Shares

If by the foregoing transfer procedure, not all the Sale Shares have been allocated to Applicants, then the Transferor shall be entitled within a period of 3 months after the date of the Allocation Notice:

- a) where the Transfer Notice contained a Total Transfer Condition, to sell all (but not some only) of the Sale Shares to any person (whether or not a member) at any price which is not less than the Transfer Price (after deducting, where appropriate, the amount of any net dividend or other distribution to be retained by the Transferor); and
- b) where the Transfer Notice did not contain a Total Transfer Condition, to sell to any person (whether or not a member) any or all of the Sale Shares for which acceptances were not received from the members pursuant to the foregoing transfer procedure at any price which is not

less than the Transfer Price (after deducting, where appropriate, the amount of any net dividend or other distribution to be retained by the Transferor),

and the Directors shall register the transfers pursuant to a sale under paragraphs (a) or (b) above.

10.11 Walver

The provisions of this Article 10 may be waived on a case-by-case basis by the written consent of all the members.

10.12 Non-voting Shares

Shares forming part of the issued equity share capital of the Company which do not have the right to vote shall be excluded from any rights of pre-emption set out in Article 10.5 and shall be ignored in calculating the entitlements of the other shareholders pursuant to this Article 10.

11 Employee Shareholders

11.1 If an Employee Shareholder becomes a Bad Leaver, then, unless the Founder has given written consent to an alternative arrangement, all voting rights attached to any shares (the "**Restricted Shares**") held by such Employee Shareholder (or by any Family or Family Trust of such Employee Shareholder) on the Relevant Date shall be suspended with immediate effect from the time (as determined by the Founder) such Employee Shareholder becomes a Bad Leaver (as determined by the Founder).

11.2 Restricted Shares shall confer on the holders the right to receive notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy. If any holder of Restricted Shares transfers any Restricted Shares in the Company in accordance with these Articles to a person to whom the Founder declares himself satisfied is not Family or a Family Trust of the relevant Bad Leaver, all voting rights attached to the Restricted Shares so transferred shall upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of Members) automatically be restored.

11.3 If any holder of B Shares ceases to be an Employee Shareholder of the Company (the "**B Shares Leaver**") then the Company may (and in accordance with Article 10.7):

a) direct that such B Shares held by the B Shares Leaver are offered to and transferred to the Founder at an amount equal to the at the lower of:-

(i) nominal value or Fair Value where the Employee Shareholder is a Bad Leaver; or

(ii) Fair Value where the Employee Shareholder is a Good Leaver

for such B Shares (the "**B Shares Purchase Price**");

b) if it is permitted to do so under the Act, purchase all of the B Shares itself (buyback) held by the B Shares Leaver for an amount equal to

the B Shares Purchase Price, and the Company shall then forthwith cancel such B Shares;

- c) pursuant to the Act, reduce its share capital by the number of B Shares (subject to the Company first making payment to the B Shares Leaver of the B Shares Purchase Price);
- d) direct that such B Shares are offered to and transferred to an Employee Benefit Trust established by the Company or any Group Member of the Company at the B Shares Purchase Price; or
- e) direct that such B Shares are offered to and transferred to any other shareholder or third person approved by the board in advance and in writing and willing to purchase the B Shares at the B Shares Purchase Price.

12 Transfer of Control

- 12.1 No sale or transfer of any share (the "**Specified Shares**") conferring the right to vote at general meetings of the Company shall be made or registered without the prior consent in writing of all the members if it would result in a person or persons obtaining direct or indirect control of a Controlling Interest unless before the transfer is lodged for registration the proposed transferee or his nominee has offered to purchase all of the issued shares of the Company at the Specified Price as hereinafter defined.
- 12.2 For the purposes of Article 12.1, the "**Specified Price**" shall mean a price per share at least equal to that offered by the proposed transferee or transferees for the Specified Shares together with all arrears or accruals of dividend or interest thereon and tax credits that would have related to such dividends if such dividends had been paid together with an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares. In the event of disagreement about the calculation of the Specified Price, the disagreement shall be referred to an Expert.
- 12.3 Following agreement on the Specified Price, the transferee shall serve a written notice on the shareholders offering to purchase all the shares held by each shareholder at the Specified Price. The offer shall remain open for acceptance by one or more of the shareholders for 30 days from the date of service. Other than as expressly provided for herein, the purchase of any shares pursuant to this Article shall be on the same terms and conditions as the purchase of the Specified Shares. The purchase of the Specified Shares and the purchase of any other shares pursuant to this Article shall be completed simultaneously.
- 12.4 For the purposes of Article 12.1, the expressions "**transfer**" and "**transferee**" shall include respectively the renunciation of a renounceable letter of allotment or renounceable share certificate and the original allottee and the renounee under any such letter of allotment or certificate.
- 12.5 Subject always to the rights of pre-emption contained in Article 10 and to the provisions of Article 12.6, if a proposed transferee for shares in the Company, having made offers to all the members of the Company which are acceptable to

the holders of at least 50% of the issued voting equity share capital of the Company (before the exercise of any options triggered by a sale of the Company and including the Founder), receives valid acceptances which would, on completion, result in such proposed transferee becoming the holder of not less than 50% of the issued voting equity share capital of the Company (before the exercise of any options triggered by a sale of the Company), then:

- a) such proposed transferee may give notice to any non-accepting holder of shares in the Company whether they carry a vote or not (as the case may be) requiring him to accept the offer within 14 days and stating that, failing such acceptance, he shall be deemed to have accepted such offer in respect of all shares held by him and irrevocably to have waived any pre-emption rights he may have in relation to any shares the subject of such offer;
- b) upon the expiry of such notice, each recipient thereof shall be obliged to deliver to the proposed transferee (or as he may direct) an executed share transfer form and share certificate(s) in respect of the shares which were the subject of the notice together with an executed waiver of pre-emption rights, if appropriate;
- c) if any such member fails to deliver executed share transfer form(s), share certificate(s) and pre-emption waiver(s) (if appropriate) as set out above, he shall be deemed to have appointed any Director to be his agent and attorney to execute such documents on his behalf and, against receipt by the Company (on trust for such member) of the appropriate purchase moneys, to deliver such executed transfer(s) and pre-emption waiver(s) (if appropriate) to the proposed transferee and it shall be no impediment to completion of the transfer that such member's share certificate(s) has/have not been produced; and
- d) after such proposed transferee or his nominee has been registered as the holder of shares transferred in accordance with this Article 12, the validity of such transaction shall not be questioned by any person.

12.6 In the case of any dispute as to the value of the Ordinary Shares under any offer pursuant to Article 12.5 the matter shall be referred to an Expert for determination.

13 Drag Along Provisions

- 13.1 Subject to Article 13.3, where any person or persons (an "Offeror") makes a Qualifying Offer and this is to be accepted by the Majority Members, the Majority Members may by notice in writing (a "Drag Along Notice") to the other members of the Company (the "Minority Members") require the Minority Members to (i) forthwith accept such Qualifying Offer, and (ii) transfer all of their shares free from all charges, liens, encumbrances and other third party rights to the Offeror at the same time as the Majority Members transfer all of their own shares to the Offeror. The Majority Members shall also serve the Drag Along Notice on all Option Holders of the Company.
- 13.2 A Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder shall lapse if for any reason the sale of the shares of the Majority Members pursuant to Article 13.1 does not complete within 60 days after the date of the Drag Along Notice.

- 13.3 Upon any person, following the issue of a Drag Along Notice, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company or otherwise (a "New Member"), a Drag Along Notice shall be deemed to have been served upon the New Member on the same terms as the previous Drag Along Notice and the New Member shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror and the provisions of this Article 13 shall apply to the New Member.
- 13.4 In the event that any Minority Member fails to accept such Qualifying Offer or having accepted such Qualifying Offer fails to execute and deliver any of the documents required to effect any transfer of shares pursuant thereto, such Minority Member shall be deemed to have irrevocably appointed any of the Directors to be his agents and attorneys for the purposes of accepting such Qualifying Offer and/or transferring all of that Minority Member's shares (as the case may) and executing and delivering any such documents. The provisions of Article 10.9 shall have effect as if such Minority Member was the Transferor and the Offeror was the purchaser.
- 13.5 For the purposes of this Article 13:-
- a) **"Majority Members"** means members holding shares conferring in aggregate more than the Qualifying Majority of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to attend and vote at all general meetings of the members of the Company, and such group of members must include the Founder;
 - b) **"Qualifying Offer"** means an offer which:
 - (i) is made to (i) the Founder; or (ii) all members (including the Founder) and for the holders of shares in each class is made on terms identical to fellow holders of shares in that class (and Option Holders in the event that they become New Members); and
 - (ii) specifies a price and terms which are acceptable to the Founder.
- 13.6 In the case of any dispute as to the whether or not an offer complies with the conditions of a Qualifying Offer, the matter shall be referred to an Expert for determination.
- 13.7 In determining whether an offer satisfies condition (i) of Article 13.5 above such Expert may take into account:
- a) any differences in class rights between shares; and
 - b) any consideration (in cash or otherwise) received or receivable by any member which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable to that member including, without limitation, any increase in salary, any bonus or termination payment.

14 Proceedings at General Meetings

- 14.1 The Chairman as appointed by the Board shall chair any general meeting.

- 14.2 No business shall be transacted at any meeting of the members of the Company unless a quorum is present.
- 14.3 Two persons entitled to vote upon the business to be transacted (where there are two such persons), each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. If there is only one member then that one member shall form a quorum. For so long as the Founder holds any shares in the Company he (or his proxy) is required to form part of any quorum. The Founder may waive such requirement for his attendance from time to time expressly and in writing.
- 14.4 If a quorum is not present within half an hour of the time appointed for a General Meeting, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place (or to such other date and at such other time and place as all the members may agree in writing). If at such adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, any member present in person or by proxy shall be a quorum provided one of such members is the Founder.
- 14.5 A poll may be demanded at any General Meeting by any member present in person or by proxy and entitled to vote.
- 14.6 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a Director or the secretary thereof or by its duly appointed attorney or duly authorised representative.
- 14.7 On a show of hands or on a poll, votes may be given either personally or by proxy.
- 14.8 A member may participate in a meeting of the Company by means of conference telephone or similar communications equipment whereby all the members participating in the meeting can hear each other and the members participating in a meeting in this manner shall be deemed to be present in person at such a meeting.
- 14.9 A resolution in writing which has been signed by or on behalf of all of the members who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present (which signature may be evidenced by letter, telex, cable, electronic mail, facsimile or otherwise as the Directors may from time to time resolve to permit) shall be as effective as a resolution passed at a meeting of members duly convened and held and may consist of several documents in the same terms each signed by or on behalf of one or more members.

15 Number of Directors

Unless otherwise determined by Ordinary Resolution, the number of Directors shall not be more than six.

16 Appointment and Retirement of Directors

16.1 Subject to Article 15, the Board shall be appointed as follows:

- a) the Founder (for so long as he is willing or able to act as a director) and the Founder shall be entitled from time to time to nominate and appoint three persons at any given time as a Director and remove from office

any such person so appointed and to nominate and appoint another person in his place (the "Founders' Directors"). The Founder may further request that any such Founders' Director be appointed to the board of any Group Company; and

- b) the Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director (but not to fill the vacancy of the Founder or any of the Founders' Director).

16.2 The Founder shall be entitled from time to time to appoint the Chairman (which may be the Founder) of the Board from time to time and remove from office any such person so appointed and to appoint another Director in his place. The first such chairman shall be the Founder.

16.3 Directors are not subject to retirement by rotation.

16.4 No Director shall be appointed otherwise than as provided in these Articles.

16.5 *There is no age limit for Directors of the Company.*

16.6 A Director is not required to hold any qualifying shares in the Company.

17 Proceedings of Directors

17.1 The quorum for the transaction of business of the Directors shall be 2 Directors, of which at least one must be the Founder or his alternate, except when the Director in question, in respect of his attendance or that of his alternate, has waived such requirement. In the absence of the Founder holding the office of director, the quorum shall be two, except in the case of a sole Director, when the quorum shall be one.

17.2 A Director may participate in a meeting of the Board of Directors or of a committee of the Board by means of conference telephone or similar communications equipment whereby all the Directors participating in the meeting can hear each other, and the Directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.

17.3 A resolution in writing which has been signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors (which signature may be evidenced by letter, telex, cable, electronic mail, facsimile, or otherwise as the Directors may from time to time resolve to permit) shall be as effective as a resolution duly passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the same terms each signed by one or more Directors but a resolution signed by an alternate director need not also be signed by his appointer, and if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

17.4 A Director who is absent from the United Kingdom shall be entitled to receive notice of a meeting, provided that Director has given the Company an address outside the United Kingdom.

17.5 The Chairman shall have a casting vote if the number of votes for and against a motion are equal (but this will not apply if the chairman is not to be counted as participating in the decision-making process for quorum or voting purposes).

- 17.6 The Founder shall whilst he is appointed a director (or his alternate) may exercise his right to cast such number of votes as are equal to the number of votes being made by other directors plus one for any meeting of directors.

18 Directors' Interests

- 18.1 The Directors may, in accordance with the requirements set out in Article 18, authorise any matter proposed to them by any Director which would, if not authorised, involve or constitute a Director (an "Interested Director") breaching or infringing his duty under section 175 of the Act to avoid conflicts of interest (the "Conflict").
- 18.2 Any authorisation under Article 18 will be effective only if:
- a) the matter in question, to the extent permitted by the Act, shall have been proposed by any Director for consideration at a meeting of the Board of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Interested Director; and
 - c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director had not been counted in the vote.
- 18.3 In the event that the Company has a sole director, such director shall be entitled to authorise a Conflict and shall be obliged to declare such Conflict to the Members.
- 18.4 Any authorisation of a matter under Articles 18.1 – 18.7 may (whether at the time of giving the authority or subsequently):
- a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - b) be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine on the Interested Director; or
 - c) be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 18.5 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the Director:
- a) is excluded from discussions (whether at meetings of the Board of Directors or otherwise) related to the Conflict;
 - b) is not given any documents or other information relating to the Conflict; or
 - c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

Notwithstanding the fact that the Directors have made provisions (or otherwise) under this Article 18, the Interested Director whose Conflict has been authorised shall not be in breach of his duties to the Company where the Interested Director, of his own accord, does not attend any discussions, refuses to receive any documents or information relating to the Conflict or refuses to vote on any resolution relating to the Conflict (or refuses to do or does any similar action).

18.6 Where the Directors authorise a Conflict:

- a) the Interested Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
- b) the Interested Director will not breach or infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors may impose in respect of its authorisation.
- c) the Directors may decide (whether at the time of giving the authority or subsequently) that, if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

- (i) disclose such information to the Directors or to any Director or other officer or employee of the Company;

- (ii) use or apply any such information in performing his duties as a director;

where to do so would amount to a breach of that confidence and, accordingly, by not disclosing, using or applying such information, the Director shall not be in breach or infringe his duties to the Company in terms of Sections 171 to 177 of the Act.

18.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract, agreement or arrangement relating to a Conflict that has been authorised by the Board of Directors shall be liable to be avoided on such grounds.

18.8 For the purposes of section 175 of the Act, any Founders' Director appointed in accordance with these Articles may be expressly authorised to have interests which arise from or are connected with their having a relationship (as employees or otherwise) with and acting as appointed representatives of, the Founder ("**Founder-related interests**"), notwithstanding that their Founder-related interests may directly or indirectly conflict, or have the potential to conflict, with the interests of the Company.

18.9 Each Founders' Director so appointed shall:

- a) be at liberty from time to time to make such disclosure to the Founder concerning the Company as he shall think fit;

- b) be entitled to keep confidential and not to disclose to the Company any information which comes into his possession as a result of his Founder-related interests where such information is confidential as regards the Founders or third parties; and
- c) in relation to any meeting at which Founder-related interests may directly or indirectly conflict, or have the potential to conflict, with the interests of the Company, be entitled to receive notice thereof (including all relative papers), attend, count in the quorum and vote.

19 Directors' Declaration of Interests

- 19.1 A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 19.2 A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 18.1.
- 19.3 Subject, where applicable, to the disclosures required under Article 19.1 and Article 19.2, and to any terms and conditions imposed by the Directors in accordance with these Articles 19.1 to 19.3, a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 19.4 A Director need not declare an interest under Article 19.1 and Article 19.2 as the case may be:
 - a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - b) of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;
 - c) if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or
 - d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a meeting of the Board of Directors.

20 Borrowing Powers

- 20.1 The Directors may exercise all the powers of the Company to borrow money without limit as to amount and in such manner as they think fit.
- 20.2 The Directors may grant security for all or for any sum or sums borrowed or to be borrowed, or for which the Company is or may be liable, and by way of such security may dispense, mortgage, pledge or charge the whole or any part of the

property, assets or revenue of the Company including any uncalled capital, if any, or may dispose, transfer or convey the same absolutely or in trust and may give lenders or creditors power of sale and other usual and necessary powers, and may grant other securities for any debt, liability or obligation of the Company or of any third party.

21 Company Seal

- 21.1 The Company need not have a company seal. If the Company has a seal it shall be used only with the authority of the Directors or a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless so determined it shall be signed by a Director and by the Secretary or a second Director.

22 Notices

- 22.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-

- a) if properly addressed and sent by pre-paid UK first class post to an address in the UK 48 hours after it is posted;
- b) a Member whose registered address is not within the United Kingdom shall be entitled to receive notices at such address and such notices shall be sent to the Member by airmail. Notices sent overseas shall be deemed to be given at the expiry of a period of 5 days after the envelope containing it was posted. Sections 1143 to 1148 together with schedule 4 and 5 of the Act shall apply;
- c) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- d) if properly addressed and sent or supplied by electronic mail (e-mail) one hour after the e-mail was sent or supplied; and
- e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is so deemed to have received) notice of the fact that the material is on the website.

For the purposes of this Article, no account will be taken of any part of a day that is not a business day. In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purposes of the Act.

23 Indemnity and Insurance

- 23.1 Subject to the provisions of the Act but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

23.2 Subject to the Act and any agreement made between a Director and the Company in accordance with the Act, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs in connection with:

- a) civil proceedings in relation to the Company (unless judgment is given against the Director and the judgment is final);
- b) criminal proceedings in relation to the Company (unless the Director is convicted and the conviction is final); or
- c) any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company (unless the court refuses to grant the Director relief, and the refusal is final).

23.3 For the purposes of Article 23.2 judgment, conviction or refusal of relief becomes final if:

- a) the period for bringing an appeal (or any further appeal) has ended; and
- b) any appeal brought is determined, abandoned or otherwise ceases to have effect.

23.4 Subject to the Act, the Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

In this Article:-

- a. a "relevant officer" means any Director or former Director of the Company, any other officer or employee or former officer or employee of the Company or its associate (but not the auditors), or any trustee of a pension fund or employee benefits trust of the Company;
- b. a "relevant loss" means any loss or expenditure which has been or may be incurred by a relevant officer in connection with that relevant officer's duties, powers or responsibilities in relation to the Company or an associate or its pension fund or employee benefits trust; and
- c. an "associate" means any subsidiary or subsidiary undertaking or holding company of such company and any other subsidiary or subsidiary undertaking of any holding company of such company.

24 Approvals

24.1 Where the approval, agreement or consent of any member or Director is required under any provision of these Articles to any particular matter, such approval, agreement or consent may be given subject to such terms and conditions as that member or Director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles.

24.2 Any approval, agreement or consent intimated by any member or Director by electronic mail shall be deemed written approval, agreement or consent for the purposes of these Articles.