

Company no: 03934114

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THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

IOTECH LIMITED

(adopted by written special resolution passed on 26 January 2009)

PRELIMINARY

1. Table A

1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052), the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007 No. 2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007 No. 2826) as it relates to a private company limited by shares ("**Table A**") shall apply to the Company save in so far as such regulations are varied or excluded by these Articles. Such regulations (as so varied and save as so excluded) and these Articles shall together constitute the articles of association of the Company.

1.2 Regulations 8, 24, 25, 40, 41, 46, 64, 66, 76 to 79 (inclusive), 85, 86, 93 to 98 (inclusive), 101, 111, 112, 115 and 118 of Table A shall not apply to the Company.

2. Definitions and interpretation

2.1 In these Articles, unless the context otherwise requires:

- (a) **"address"** includes a number or address used for the purposes of sending or receiving documents or information by electronic means;
- (b) the expressions **"electronic form"**, **"electronic means"** and **"hard copy form"** have the meanings given in section 1168 of the 2006 Act;
- (c) the expressions **"holding company"** and **"subsidiary"** have the meanings given in section 1159 of the 2006 Act;
- (d) **"Ordinary Share"** means the ordinary shares of £1 each in the capital of the Company;
- (e) any reference to **"writing"** means the representation or reproduction of words, symbols or other information in a visible and non-transitory form (including electronic form) by any method or combination of methods and **"written"** shall be construed accordingly;
- (f) the **"1985 Act"** means the Companies Act 1985;
- (g) the **"2006 Act"** means the Companies Act 2006; and
- (h) any reference to any provision of the 1985 Act or the 2006 Act includes a reference to any statutory modification or re-enactment of that provision for the time being in force.

2.2 Save as otherwise provided in these Articles, words and expressions defined in regulation 1 of Table A have the same meaning in these Articles.

3. **Offer of shares to the public prohibited**

The Company is a private company and accordingly the Company must not offer to the public any shares in or debentures of the Company and must not allot or agree to allot any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered to the public.

SHARE CAPITAL

4. **Shares**

The authorised share capital of the Company at the date of adoption of these Articles is £100 divided into 100 Ordinary Shares of £1 each.

5. **Directors' power to allot shares**

Subject to Article 6 and to the provisions of section 80 of the 1985 Act, all unissued shares at the date of adoption of these Articles and any shares created thereafter shall be at the disposal of the directors who may allot, grant options over or otherwise deal with or dispose of them to such persons, at such times and generally on and subject to such terms and conditions as they think fit.

6. **Allotment of new securities - pre-emption**

6.1 If at any time the Company proposes to allot any shares in the Company or any securities convertible into, or carrying rights to subscribe for, shares in the Company ("**new securities**"), then those new securities shall not be allotted to any person unless:

- (a) the Company has in the first instance offered those new securities to members in accordance with Article 6.2 (the "**Initial Offer**"); and
- (b) where applicable, the Company has, in accordance with Article 6.3, invited those members who accepted their entitlement to new securities under the Initial Offer in full to apply for any new securities not accepted pursuant to the Initial Offer (the "**Further Offer**").

6.2 Under the Initial Offer, the Company shall offer the new securities to members in proportion (as nearly as may be without involving fractions) to the respective numbers of existing shares held by them (such proportion being, in relation to each member, his "**Initial Offer Entitlement**") and each member shall be entitled to accept the Initial Offer in respect of any number of new securities up to his Initial Offer Entitlement. The Initial Offer shall be in writing and shall give details of:

- (a) the total number of new securities being offered pursuant to the Initial Offer;
- (b) in relation to each member, his Initial Offer Entitlement;
- (c) the price payable in respect of the new securities (the "**Issue Price**");
- (d) the time and date (being not less than 14 days from the date of the notice containing the Initial Offer) by which acceptances must be received under the Initial Offer and following which the Initial Offer will close; and
- (e) the procedure for acceptance of, and payment under, the Initial Offer.

Acceptances of the Initial Offer shall be irrevocable. New securities in respect of which valid acceptances of the Initial Offer are received shall be allotted and definitive

certificates in respect thereof shall be despatched to the members entitled thereto within, 3 days after the close of the Initial Offer.

6.3 Under the Further Offer, the Company shall invite those members who have validly accepted the Initial Offer in respect of their full Initial Offer Entitlement to apply at the Issue Price for those new securities in respect of which valid acceptances of the Initial Offer were not received by the Company ("**Surplus Securities**"). Each such member shall be entitled to apply for any number of Surplus Securities up to the total number thereof available under the Further Offer (any such application being an "**Excess Application**"). The Further Offer shall be in writing, shall be made as soon as practicable after the close of the Initial Offer (and in any event within 3 days thereafter) and shall give details of:

- (a) the total number of Surplus Securities available under the Further Offer;
- (b) the time and date (being not less than 7 days from the date of the notice containing the Further Offer) by which applications must be received under the Further Offer and following which the Further Offer will close; and
- (c) the procedure for application and payment under the Further Offer.

6.4 If the available number of Surplus Securities is equal to or exceeds the number in respect of which Excess Applications are received under the Further Offer, all Excess Applications shall be satisfied in full. If, however, Excess Applications are received under the Further Offer for more than the available number of Surplus Securities, the Surplus Securities shall be allocated amongst the members who have made Excess Applications in proportion as between themselves (as nearly as may be without involving fractions) to the respective numbers of existing shares held by them immediately prior to the making of the Initial Offer provided that, if such allocation would have the effect of allocating to a member a number of Surplus Securities in excess of that applied for by him, that member's allocation of Surplus Securities shall be reduced to the number applied for by him and the balance thereof shall be re-allocated amongst the other members who have made Excess Applications and whose allocations have not fallen to be reduced as aforesaid, such re-allocation to be in proportion as between themselves to the respective numbers of existing shares held by such other members immediately prior to the making of the Initial Offer.

6.5 Applications under the Further Offer shall be irrevocable. The Surplus Securities taken up pursuant to the Further Offer shall be allotted and definitive certificates in respect thereof shall be despatched to the members entitled thereto within 3 days after the close of the Further Offer.

6.6 The Directors may allot any Surplus Securities not taken up pursuant to the Further Offer to such persons, on such terms and in such manner as the directors think fit provided that no Surplus Securities shall be allotted at a price which is less than the Issue Price or otherwise on terms which are more favourable to the subscribers therefor than the terms of the Initial Offer.

6.7 The provisions of this Article 6:

- (a) shall have effect subject to section 80 of the 1985 Act; and
- (b) shall not apply to:
 - (i) the grant of options to subscribe for shares in the Company under an employees' share scheme which has been approved by special resolution;
 - (ii) the allotment of new securities by way of consideration for the acquisition by the Company of any non-cash asset or assets if such allotment has been approved by special resolution;
 - (iii) the allotment of new securities otherwise than in compliance with the procedure set out in Article 6 if such allotment has been approved by special resolution.

7. Exclusion of statutory pre-emption rights

In accordance with section 91(1) of the 1985 Act, sections 89(1) and 90(1) to (6) (inclusive) of the 1985 Act shall not apply to the Company.

LIEN AND CALLS ON SHARES

8. Lien

The Company shall have a first and paramount lien on all shares (whether fully paid or not) registered in the name of any person indebted or under liability to the Company (whether he is the sole registered holder or one of two or more joint holders) for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.

9. **Unpaid calls**

The liability of any member in default in respect of a call shall be increased by the insertion at the end of the first sentence of regulation 18 of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSFER OF SHARES

10. **Right to refuse registration**

- 10.1 The directors may, in their absolute discretion, refuse to register the transfer of any share, whether or not it is a fully paid share.
- 10.2 If the directors refuse to register a transfer of a share, the directors shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal together with their reasons for the refusal.

PROCEEDINGS AT GENERAL MEETINGS

11. **Quorum**

- 11.1 No business shall be transacted at any meeting unless a quorum is present. Subject to Article 11.2, two persons entitled to vote on upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 11.2 If and for so long as the Company has only one member, that member present in person or by proxy or, if that member is a corporation, by a duly authorised representative shall be a quorum.
- 11.3 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting shall stand adjourned to such day and at such time and place as the directors may determine and, if a quorum is not present within half an hour from the time appointed for the adjourned meeting, the meeting shall be dissolved.

12. **Method of voting**

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is demanded by the chairman or by any member having the right to vote at the

meeting and a demand by a person as a proxy for a member shall be the same as a demand by the member.

VOTES OF MEMBERS

13. Receipt of proxy appointments

Regulation 62 of Table A shall be amended as follows:

- (a) by the deletion of the words "not less than 48 hours" in both paragraphs (a) and (aa) of regulation 62; and
- (b) by the deletion of the words "not less than 24 hours" in paragraph (b) of regulation 62.

DIRECTORS

14. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum. The minimum number of directors shall be one. If and so long as there is a sole director, he may exercise all the powers vested in the directors by the articles of association of the Company.

15. Alternate directors

- 15.1 A person may act as alternate director to more than one director and shall be entitled at any meeting of the directors or of any committee of the directors of which his appointor is a member to one vote for every director for whom he acts as alternate director (and who is not personally present) in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

- 15.2 Regulation 66 of Table A shall be amended as follows:

- (a) by the deletion of the words "but shall not be entitled to any remuneration from the company for his services as an alternate director" at the end of the first sentence of regulation 66;
- (b) by the insertion of the following new sentence at the end of regulation 66:

"An alternate director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a director but he shall not be

entitled to receive any remuneration from the Company for his services as an alternate director."

- 15.3 Regulation 67 of Table A shall be amended by the substitution of a full stop for the semi-colon which appears after the words "if his appointor ceases to be a director" and the deletion of all the words thereafter.

POWER OF DIRECTORS

16. Borrowing powers

The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to section 80 of the 1985 Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital (or any part thereof) and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

APPOINTMENT AND REMOVAL OF DIRECTORS

17. Appointment of directors

- 17.1 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.
- 17.2 Subject to Articles 17.3 and 17.4, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 17.3 No person shall be appointed a director at any general meeting unless:
- (a) he is recommended by the directors; or
 - (b) not less than 14 or more than 35 clear days before the date appointed for the meeting, notice signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment together with notice signed by that person of his willingness to be appointed.
- 17.4 Not less than 7 nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a

director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director.

18. Removal of directors

18.1 In addition to any power of removal conferred by the Act, the Company may by ordinary resolution remove any director from office before the expiration of his period of office.

18.2 In regulation 81 of Table A, the following words shall be inserted after the words "any provision of the Act" in paragraph (a): "or is removed from office pursuant to the articles or the Act".

PROCEEDINGS OF THE DIRECTORS

19. Quorum

Except where there is only one director, the quorum for the transaction of the business of the directors shall be two. The first sentence of regulation 89 of Table A shall not apply to the Company.

20. Participation by telephone or video conference

Any director or his alternate may validly participate in any meeting of the directors or of any committee of the directors by means of conference telephone, video conferencing link or any other form of communications equipment which allows all those participating in the meeting to hear and speak to each other throughout the 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. All business transacted in such manner by the directors or a committee of the directors shall be deemed to be validly and effectively transacted at a meeting of the directors or a committee of the directors even though fewer than 2 directors are physically present in the same place. Any such meeting shall be deemed to be held at the place where the largest group of the directors participating is assembled or, if there is no such group, the place where the chairman of the meeting is present.

21. Resolution in writing

A resolution in writing agreed to by all the directors entitled to receive notice of a meeting of the directors or of a committee of the directors (not being less than the number of directors required to form a quorum at the relevant meeting) shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of the directors duly convened and held. For this purpose:

- (a) a director signifies his agreement to a proposed written resolution when the Company receives from him a document in hard copy form or in electronic form indicating his agreement to the resolution authenticated in the manner set out in section 1146 of the 2006 Act for a document in the relevant form;
- (b) if an alternate director signifies his agreement to the proposed written resolution, his appointor need not also signify his agreement;
- (c) if a director signifies his agreement to the proposed written resolution, an alternate director appointed by him need not also signify his agreement in that capacity.

DIRECTORS' INTERESTS

22. Authorisation of conflicts of interest

22.1 The directors shall have the power for the purposes of section 175 of the 2006 Act to authorise any matter which gives rise to or relates to a situation (a "**Conflict Situation**") in which a director (the "**Interested Director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which would, if not so authorised, result in a breach by the Interested Director of his duty under that section to avoid conflicts of interest.

22.2 As soon as reasonably practicable after becoming aware of a Conflict Situation, the Interested Director must disclose to the other directors the nature and extent of his interest which gives rise thereto. The Interested Director must also provide the other directors with such additional information as the other directors may request in connection with their consideration of the Conflict Situation and the making of their decision whether or not to authorise the same.

22.3 An authorisation of a Conflict Situation will be effective only if:

- (a) at the meeting of the directors at which the matter is considered any requirement as to quorum is met without counting the Interested Director or any other director interested in the matter under consideration; and
- (b) the authorisation was agreed to without their voting or would have been agreed to if their votes had not been counted,

but subject thereto any proposal made to the directors for authorisation of a Conflict Situation and the giving of any such authorisation by the directors shall be dealt with in the same way as that in which any other matter may be proposed to and resolved upon

by the directors. Any director (including the Interested Director) may propose that a Conflict Situation be authorised by the directors.

22.4 Any authorisation shall be on such terms (including as regards duration) and subject to such limits and conditions (if any) as the directors may determine (whether at the time of giving the authorisation or subsequently) (the "**terms of authorisation**"). Without prejudice to the generality of the foregoing, the terms of authorisation may provide that:

- (a) the Interested Director is to be excluded from the receipt of information and documentation, participation in discussions and/or the making of decisions (whether at directors' meetings or otherwise) concerning any contract, transaction, arrangement or proposal in relation to which the Conflict Situation is relevant;
- (b) the Interested Director may absent himself from discussions (whether at directors' meetings or otherwise) concerning any contract, transaction, arrangement or proposal in relation to which the Conflict Situation is relevant and be excused from reviewing papers prepared by or for the directors to the extent that they concern any such contract transaction, arrangement or proposal;
- (c) where the Interested Director receives (otherwise than through his position as a director of the Company) information in respect of which he owes a duty of confidentiality to a third party, he will not be obliged to disclose such information to the Company or to use or apply such information in furtherance of the interests, or otherwise in relation to the affairs, of the Company where to do so would amount to a breach of that duty,

and the Interested Director will not be in breach of his duties under sections 172 to 174 of the 2006 Act as a result of anything done or omitted to be done by him in accordance with any such provision or otherwise in accordance with the terms of authorisation.

22.5 Where the Board authorises a Conflict Situation:

- (a) the authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised;
- (b) the terms of authorisation must be recorded in writing (but the authorisation will be effective whether or not the terms are so recorded);

- (c) the Interested Director must comply with the terms of authorisation; and
 - (d) the directors may revoke the authorisation or vary any of the terms of authorisation at any time but any such revocation or variation will not affect anything done or omitted to be done by the Interested Director in accordance with the terms of authorisation.
- 22.6 For the purposes of these Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties.
23. **Declaration of interests**
- 23.1 Subject to Article 23.4:
- (a) a director who is in any way directly or indirectly interested in a proposed transaction or arrangement with the Company must declare the nature and extent of that interest to the other directors before the Company enters into the transaction or arrangement; and
 - (b) a director who is in any way directly or indirectly interested in a transaction or arrangement that has been entered by the Company must, unless the interest has already been declared pursuant to paragraph (a) of this Article 23.1, declare the nature and extent of that interest to the other directors as soon as practicable.
- 23.2 Any declaration required by paragraph (a) of Article 23.1 may (but need not), and any declaration required by paragraph (b) of Article 23.1 must, be made at a meeting of the directors or by notice in accordance with section 184 or 185 of the 2006 Act.
- 23.3 If any declaration under Article 23.1 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made thereunder.
- 23.4 A director shall not be required to declare an interest under Article 23.1:
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (b) if, or to the extent that, the other directors are already aware of it; or
 - (c) if, or to the extent that, it concerns the terms of his service contract that have been or are to be considered by a meeting of the directors or by a committee of the directors appointed for the purpose; or

- (d) if the director is not aware of the interest or of the transaction or arrangement in question.

23.5 For the purposes of Article 23.4, a director or (as the case may be) the other directors shall be treated as being aware of matters of which he or they ought reasonably to be aware.

24. Permitted interests

24.1 Subject to the provisions of the Act and provided that he has, where required to do so, declared to the other directors the nature and extent of his interest in accordance with Article 23, a director, notwithstanding his office:

- (a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is directly or indirectly interested;
- (b) may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period and on such terms, including as to remuneration, as the directors may decide;
- (c) may act by himself or through a firm with which he is associated in a professional capacity for the Company or any company in which the Company is directly or indirectly interested (otherwise than as auditor) on such terms, including as to remuneration, as the directors may determine; and
- (d) may be or become a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested (including by the holding of shares or other securities) in, any company promoted by the Company or in which the Company is directly or indirectly interested or as regards which the Company has any powers of appointment.

24.2 No authorisation under Article 22 shall be required in respect of any interest permitted under Article 24.1.

25. No liability to account

A director shall not, by reason of his office or the fiduciary relationship thereby established, be liable to account to the Company for any remuneration or other benefit which he derives from any transaction or arrangement or from any office, employment, position or relationship or from any interest in any company:

- (a) the entry into, acceptance, continuance or existence of which has been authorised by the directors pursuant to Article 22 (subject, in any such case, to the terms of authorisation); or
- (b) which he is permitted to hold or enter into by virtue of Article 24 or otherwise pursuant to these Articles,

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the 2006 Act. No transaction or arrangement shall be liable to be avoided on the grounds of a director having an interest therein (including deriving a benefit therefrom) if the interest has been authorised under Article 22 or is permitted under Article 24.

26. Quorum and voting requirements

- 26.1 Except as otherwise provided in these Articles and provided that he has, where required to do so, declared to the other directors the nature and extent of his interest in accordance with Article 23 and subject (in the case of an interest which has been authorised under Article 22) to the terms of authorisation, a director shall be entitled to vote (and shall be counted in the quorum) at any meeting of the directors or of a committee of the directors on any resolution concerning any contract, transaction, arrangement or proposal in which he has, directly or indirectly, an interest (whether or not the interest is material and whether or not it conflicts or may conflict with the interests of the Company).
- 26.2 A director shall not vote on, or be counted in the quorum in relation to, any resolution of the directors or of a committee of the directors concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is directly or indirectly interested. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or its termination) of two or more directors to offices or places of profit with the Company or any company in which the Company is directly or indirectly interested, such proposals may be divided and considered in relation to each director separately. In such a case, each of the directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 26.3 If a question arises at a meeting of the directors or of a committee of the directors as to the entitlement of a director to vote or be counted in the quorum, the question may be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive. If any such question shall arise in relation to the chairman of the meeting, the question shall be decided by a resolution of the directors or members of the committee present at the meeting (excluding the chairman)

and the majority vote of such directors or committee members shall be final and conclusive.

THE SEAL

27. The seal

The Company may have a seal if it so wishes. If the Company has a seal it shall only be used with the authority of the directors or of a committee of the directors so authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by two directors or a director and the secretary or, if there is only one director and no secretary in office, by the sole director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

NOTICES

28. Notices to be in writing

Any notice to be given to or by any person pursuant to the articles of association of the Company shall be in writing, except that a notice convening a meeting of the directors or any committee of the directors need not be in writing.

29. Service of notice on members

29.1 The Company may give any notice, document or information to a member:

- (a) personally;
- (b) by sending it by post in a pre-paid envelope addressed to the member at his registered address (or at any other address in the United Kingdom notified by the member to the Company for the purpose of the giving of notices) or by delivering it by hand to or leaving it at that address in an envelope addressed to the member;
- (c) by sending it by electronic means to an address notified by the member to the Company for that purpose;
- (d) by making it available on a website and notifying the member of its availability in any manner specified in any of paragraphs (a), (b) or (c) of this Article 29.1;
or

(e) by any other means authorised in writing by the member concerned.

29.2 In the case of joint holders of a share, any notice, document or information shall be given to the joint holder whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all the joint holders. Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or information to be sent or supplied to them may be agreed or specified by any one of the joint holders. The agreement or specification of the joint holder whose name stands earliest in the register will be accepted to the exclusion of the agreement or specification of any other joint holder(s) whose name(s) stand later in the register.

29.3 Where a member (or, in the case of joint holders, the person first named in the register) has a registered address outside the United Kingdom but has notified the company of an address within the United Kingdom at which notices, documents or information may be given to him, he shall be entitled to have notices, documents and information given to him at that address or, where applicable, to be notified at that address of the availability of the notice, document or information on a website. Alternatively, a member whose registered address is outside the United Kingdom may give the company an address for the purposes of communications in electronic form. If he does so, notices, documents or information may (at the Company's absolute discretion) be sent or supplied to him at that address. Otherwise, no such member shall be entitled to receive any notice, document or information from the Company.

30. Evidence of service

Any notice, document or information:

- (a) addressed to a member at his registered address or address for service in the United Kingdom shall, if sent by post, be deemed to have been received by the intended recipient (where first class post is employed) on the day after the day on which it was posted or (where second class post is employed) on the second day after the day on which it was posted and, in proving service, it shall be sufficient to prove that an envelope containing the notice, document or information was properly addressed, pre-paid and posted;
- (b) not sent by post but addressed to a member and delivered by hand to or left at his registered address or address for service in the United Kingdom shall be deemed to have been given to or received by the intended recipient on the day on which it was so delivered or left;
- (c) sent by electronic means shall be deemed to have been received by the intended recipient on the day it was sent and, in proving service, it shall be

sufficient to show that the notice, document or information was properly addressed and sent; and

- (d) sent by being made available on a website shall be deemed to have been received by the intended recipient on the day on which the notice, document or information was first made available on the website or, if later, when the recipient received (or is deemed to have received) notification of the fact that the notice was available on the website.

31. Service of notices on the Company

31.1 Any notice or document required to be sent to or served on the Company (or any officer of the Company) by a member may be:

- (a) sent by post in a pre-paid envelope addressed to the Company (or such officer) at the office or delivered by hand to or left at the office in an envelope addressed to the Company (or such officer); or
- (b) sent by electronic means to an address for the time being notified by the Company for that purpose to the person sending the notice or document.

31.2 Article 30 shall apply, mutatis mutandis, to the service by members of notices and documents on the Company save that any notice or document sent by electronic means to the Company shall be deemed to have been served at the time it is actually received by the Company and shall not be treated as having been received by the Company if it is rejected by computer virus protection arrangements.

INDEMNITY AND INSURANCE

32. Indemnity

Without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director of the Company may be indemnified out of the assets of the Company against:

- (a) all costs, charges, losses and liabilities incurred by him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company;
- (b) all costs, charges, losses and liabilities incurred by him in connection with the activities of the Company or an associated company in its capacity as trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act); and

- (c) all other costs, charges, losses and liabilities incurred by him in the actual or purported performance of his duties and/or the actual or purported exercise of his powers and/or otherwise in connection with his duties, powers or office,

provided always that this Article 32 shall be deemed not to provide, or entitle any such person to, any indemnification which is prohibited or rendered void by any provision of the Act or by any other provision of law.

33. Insurance

Without prejudice to Article 32, the directors shall have power to purchase and maintain at the expense of the Company insurance for or for the benefit of any person who is or was:

- (a) a director, officer or employee of the Company or an associated company; or
- (b) a trustee of any pension fund or employees' share scheme in which any employee of the Company or an associated company is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported performance of his duties and/or in the exercise or purported exercise of his powers and/or otherwise in relation to his duties, powers or offices in relation to the relevant company, fund or scheme.

34. Meaning of associated company

For the purposes of Articles 32 and 33, a company is an associated company if it is a subsidiary of the Company, a holding company of the Company or a subsidiary of any such holding company.