

COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF

FX CAPITAL GROUP LIMITED

(Company Number 6324658)

(Adopted by Special Resolution dated 26 March 2009)

WEDNESDAY



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COMPANIES HOUSE

1 Preliminary

1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) ("Table A") shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (as excluded or varied) and these Articles shall be the regulations of the Company.

1.2 In these Articles:

"A Shares" the A Shares of 0.1 pence each in the capital of the Company;

"Auditors" the auditors of the Company;

"Bad Leaver" an Employee Member:

- (a) who ceases to be employed by any Group Company for a reason justifying summary dismissal; or
- (b) who voluntarily resigns as director and employee of the Company and ceases to be an employee and/or director of any member of the Group (other than in circumstances constituting constructive dismissal), within two years of commencement of his employment;

"B Shares" the B Shares of 0.1 pence each in the capital of the Company;

"Controlling Interest" an interest (within the meaning of s.820 of the Companies Act 2006) in shares conferring in aggregate more than 50 per cent of the total voting rights conferred by all the shares in the issued equity share capital of a company;

"the Directors" the directors of the Company;

"Employee Member" a shareholder who is also an employee or a director of the Company or any other member of the Group;

"Founders" Nigel Verdon, Mark Edworthy, Nick Marsham, David Mason, Stephen Lemon and Nicholas Bourner;

"Good Leaver" an Employee Member who ceases to be employed by a Group Company and is not a Bad Leaver;

"the Group" the Company and any company which is for the time being its holding company or subsidiary (as defined by section 1159 of the Companies Act 2006 ) and Group Company means any of them;

"Holding Company and Subsidiary" shall have the same meaning as section 1159 of the Companies Act 2006 provided that for the purposes of these Articles reference in that Section to "company" shall include reference to an LLP;

"Investors" City of London Group plc, Nauiokas Park LLP, Tarne Bevan, ~~Boran Drapad~~  
**AXISFOREX GROUP HOLDINGS PROPRIETARY LIMITED**

and John-Paul Thwaites and any other person for the time being holding B Shares and who has agreed to be bound as an "Investor";

**"Relevant Securities"** all shares, rights to subscribe for shares and all securities convertible into shares, but excluding the option to subscribe for shares under a Share Option Scheme (and the issue of shares upon the exercise of such options);

**"Relevant Shares"** any Shares held by a member (and his Permitted Transferees) in respect of which a Relevant Event has occurred for the purposes of Article 8;

**"Shares"** the A Shares and the B Shares;

**"Share Option Scheme"** any share option scheme approved by the Investor Director or the Investors.

## **2** Share capital

2.1 The authorised share capital of the Company is £5,000 divided into:

2.1.1 4,271,380 A Shares of 0.1 pence each;

2.1.2 728,620 B Shares of 0.1 pence each.

2.2 Each of the A Shares and the B Shares shall constitute separate classes of shares.

2.3 The rights and restrictions attaching to the respective classes of shares shall be as set out in Article 3.

## **3** Classes of Shares

### Income

3.1 The profits which are available for distribution (including retained distributable profits) shall be distributed in paying dividends to the holders of the A Shares and the B Shares provided that whenever a dividend is declared in respect of the A Shares (or the B Shares) the same dividend shall be declared in respect of the B Shares (or the A Shares as the case may be) and the due date for payment of any such dividend shall be the same (as between the A Shares and the B Shares).

### Capital

3.2 As regards to capital:-

3.2.1 When a return of assets on liquidation on capital reduction or otherwise the assets of the Company remaining after payment of its liability shall be applied as follows: -

3.2.1.1 first in paying to the holders of the B Shares 54.9 pence per share, together with a sum equal to any arrears or accruals of any dividends calculated down to the date of the return of capital;

3.2.1.2 second, in paying to the holders of the A Shares 3.929 pence per share, together with a sum equal to pay any arrears or accruals of any dividends calculated down to the date of the return of capital;

3.2.1.3 thereafter in paying the balance of such assets among the holders of the A Shares and B Shares pro-rata.

### Voting

- 3.3 As regards to voting, the holders of the A Shares and the B Shares shall be entitled to receive notice of and to attend all general meetings of the Company and to vote thereat.

## **4** Class Rights

- 4.1 Subject to section 125 of the Companies Act 1985, if at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three quarters of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of that class.
- 4.2 At every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply save that the necessary quorum shall be to persons at least holding or representing by proxy one third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum (as above defined) is not present those members who are present shall be a quorum and where there is only one person holding shares of that class, such sole shareholder shall be a quorum) and that the holders or shares of the class shall on a poll have one vote in respect of every share of the class held by them respectively.
- 4.3 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

## **5** Allotment of Shares

- 5.1 The Directors are generally and unconditionally authorised, for the purposes of s.80 of the Companies Act 1985 (as amended) (Companies Act 2006, s.551), to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into Shares up to the amount of the authorised share capital stated in Article 2.1 at any time or times during the period of five years from the date of adoption of these Articles. The Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. This authority may be revoked or varied at any time by ordinary resolution of the Company.
- 5.2 Save as the Company by special resolution otherwise directs, Relevant Securities proposed to be issued shall first be offered to existing members of such class (other than any member holding Relevant Shares) in proportion to their existing holdings of Shares. The offer will be made in writing specifying the number and class of Relevant Securities offered and limited to a period (being not less than 21 days) within which the offer if not accepted will be deemed to be declined. After the expiration of that period any Relevant Securities not accepted can be offered to employees of the Group (but not B Shares) as the Directors may direct or alternatively to members who have accepted all the Relevant Securities initially offered to them, in proportion to their existing holdings. This further offer will be made in the same manner as the original offer but will be limited to a period of seven days. Any Relevant Securities not accepted pursuant to either the original offer or any further offer will be at the disposal of the Directors who may issue, grant options over

or otherwise dispose of them to such persons and on such terms as they think fit. However, Relevant Securities are not to be disposed of on terms which are more favourable than the terms on which they were offered to the members.

- 5.3 Pursuant to section 91 of the Companies Act 1985, subsection 89(1) and subsection (1) to (6) of section 90 of the Companies Act 1985 shall be excluded from applying to the Company.

## 6. Transfer of shares

- 6.1 The Directors may, in their absolute discretion and without assigning any reason, decline to register the transfer of a share whether or not it is a fully paid share, which is not made in accordance with the provisions of these Articles. The first sentence of Regulation 24 shall not apply to the Company.
- 6.2 Without prejudice to Article 6.1 but subject to Article 10 the Directors shall decline to register the transfer of a Share to any person or corporation which they reasonably believe to be engaged or interested in a business which competes with the Company.

## 7 Pre-emption rights on transfers of shares

- 7.1 For the purposes of this Article:

- 7.1.2 **"Accountants"** means an independent firm of chartered accountants agreed between the relevant transferor and transferee or in the absence of agreement nominated at the request of any party by the President for the time being of the Institute of Chartered Accountants in England and Wales;
- 7.1.3 **"All Only Provision"** means that if all of the Shares offered in the Transfer Notice are not transferred to other members none shall be transferred;
- 7.1.4 **"Fair Price"** means the fair price per Share as agreed or determined in accordance with Article 7.3.5;
- 7.1.5 **"Holding Company"** has the same meaning as in section 1159 of the Companies Act 2006;
- 7.1.6 **"Offer Price"** means the price per Share at which the Transferor is willing to sell, transfer or otherwise dispose of the Shares;
- 7.1.7 **"Shares"** means any A Shares or any B Shares;
- 7.1.8 **"Shareholder"** means a holder of any Shares;
- 7.1.9 **"Subsidiary"** has the same meaning as in section 1159 of the Companies Act 2006;
- 7.1.10 **"Transfer Notice"** means a notice given by a Transferor under Article 7.3.2; and
- 7.1.11 **"Transferor"** means any member desiring to sell, transfer or otherwise dispose of any interest in Shares which he holds.

- 7.2 A member may not sell, transfer or dispose of any interest in Shares except as permitted

by Article 7 or in accordance with Article 7.3 or Article 8

### 7.3

- 7.3.1 Before selling, transferring or otherwise disposing of any interest in any Shares a Transferor shall give notice in writing to the Company at its registered office specifying the Shares, the Offer Price and the third party to whom he proposes to transfer the Shares (if any) if they are not purchased by a member or members pursuant to the following provisions of this Article. The Transferor may specify in such notice a provision that if all the Shares are not transferred pursuant to this Article 7, none shall be transferred.
- 7.3.2 The Transfer Notice shall constitute the Company the agent of the Transferor for the sale of the Shares and the Transfer Notice shall not be revocable except in accordance with the provisions of these Articles or with the consent of all the holders of the Shares. The Company shall, within seven days of receipt of the Transfer Notice, offer the Shares in writing to the Shareholders pro-rata (as nearly as may be). The offer shall state:
- 7.3.2.1 the number of Shares offered;
- 7.3.2.2 the Offer Price;
- 7.3.2.3 the third party specified in the Transfer Notice (if any);
- 7.3.2.4 that, if such offer is not accepted in writing within 30 days, it will be deemed to be declined; and
- 7.3.2.5 that, if any member to whom such offer is given wishes to acquire Shares in excess of his proportion, he should in his reply state how many excess Shares he wishes to acquire;
- 7.3.2.6 whether the offer is an All Only Provision.
- 7.3.3 If some or all of the Shares offered are not claimed, the unclaimed Shares shall be used in or towards satisfying claims for excess Shares in the proportions in which such claims are made. Shares representing fractional entitlements shall be allocated by the Directors by the drawing of lots.
- 7.3.4 Each member who accepts the offer made under Article 7.3.2 may state in his reply whether or not he accepts the Offer Price. If any member accepting this offer states in its reply that he does not accept the Offer Price, then, immediately on the expiry of the period of 30 days referred to in Article 4.3.2 or (if earlier) upon all the members to whom the offer is made having replied, the Directors shall instruct the Accountants to determine the Fair Price of the Shares and to give written notice of their determination to the Directors and that member. The fees and expenses of the Accountants shall be paid by those members who have accepted the offer but not the Offer Price, in proportion to the numbers of the Shares in respect of which they have respectively accepted the offer. Those shareholders who have accepted the Offer Price shall buy at the Offer Price, subject to satisfaction of any total transfer condition specified by the Transferor.
- 7.3.5 The Fair Price shall be determined on the basis of the fair value of the business

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of the Company and its subsidiaries as a going concern at the date on which the Accountants are instructed to determine the Fair Price between a willing vendor and willing purchaser contracting on arm's length terms, but without taking into account (if it be the case) that the Shares constitute a minority or majority interest. The Fair Price shall not be discounted or enhanced by reference to the class of Shares. The Accountants shall act as experts and not as arbitrators and their determination shall be final.

- 7.3.6 The Transferor and/or any member who has accepted the offer but not the Offer Price may within 14 days of the date of issue of the Accountants' notice certifying the Fair Price indicate in writing that he does not accept the Fair Price and that he does not wish to proceed.
- 7.3.7 If the Transferor indicates under Article 7.3.6 that he does not wish to proceed in respect of all of the Shares in respect of which the Accountants were instructed to determine the Fair Price, the Transfer Notice shall be deemed to be withdrawn in respect of those Shares. If a member who has accepted the offer but not the Offer Price indicated under Article 7.3.6 that he does not wish to proceed in respect of the Shares which had been apportioned to him those Shares shall be treated as though they were unclaimed and shall be applied in accordance with Article 7.3.3.
- 7.3.8 If, by the above procedure, the Directors shall receive acceptances in respect of any of the Shares, the Directors shall immediately give notice in writing to the Transferor and to the member or members who have agreed to purchase the Shares stating the name and address of each purchaser, the number of Shares agreed to be purchased by each member and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the notice). Unless the Transfer Notice contains an All Only Provision, the Transferor shall be bound to transfer to each purchaser the number of the Shares accepted by him upon payment by such purchaser to the Transferor of the Offer Price or the Fair Price (as the case may be), which transfer shall be completed at the time and place appointed by the Directors.
- 7.3.9 If the Transferor, after having become bound to transfer the Shares, defaults in doing so, the Directors may receive the purchaser money which shall be paid into a separate bank account. The Directors shall then nominate some person to execute an instrument or instruments of transfer of the relevant Shares in the name and on behalf of the Transferor and, when the instrument or instruments shall have been duly stamped, the Directors shall cause the name of the relevant purchasing member or members to be entered in the register of members as the holder or holders of the relevant Shares and shall hold the purchase money in trust for the Transferor. The Company shall not be liable for interest on any purchase money held in this way. The receipt of the Directors from the purchase money shall be a good discharge to the relevant purchasing member or members and, after his or their names have been entered in the register of members in purported exercise of this power, the validity of the proceedings shall not be questioned by any person.
- 7.3.9 If the Directors shall not find a member or members willing to purchase all the Shares under the above provisions they shall give notice of that fact to the

Transferor immediately upon it becoming apparent to them. The Transferor shall at any time within 90 days after such notice be at liberty to sell and transfer so many of the Shares as the Company shall not have found a purchaser or purchasers for in accordance with this article to any third party named in the Transfer Notice for a cash price payable prior to transfer and being not less than the Offer Price. If the Transferor indicates under Article 7.3.6 that he does not wish to proceed to dispose of all of the Shares (or the Transfer Notice contains an All Only Provision), the Transferor shall not be at liberty to sell and transfer the Shares to the third party in accordance with this Article 7.3.10.

## 8 Deemed transfers

8.1 In this Article a "Relevant Event" means:

8.1.1 in relation to an individual:

- (a) such shareholder being adjudicated bankrupt or making any voluntary arrangement or composition with his creditors; or
- (b) an Employee Member who has ceased to be an employee or, in the case of a director not also being an employee, a director of the Company and any Group Company;

8.1.2 in relation to a body corporate:

- (a) a receiver, manager, administrative receiver or administrator being appointed of such shareholder over all or any part of its undertaking or assets; or
- (b) such shareholder entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or
- (c) such shareholder, or if such shareholder is a subsidiary, any holding company, suffering a change in control (within the meaning of section 416 of the Income and Corporation Taxes Act 1988);

8.1.3 a shareholder committing any breach of Article 7.2.

8.2 Any shareholder who becomes aware of the occurrence of a Relevant Event shall immediately notify the Company which shall within seven days of receipt of that notification convene a board meeting and, unless the board resolves at that meeting that a Transfer Notice shall not be deemed to be served, a Transfer Notice shall automatically be deemed to be served in relation to the Relevant Shares held by any member in respect of which a Relevant Event has occurred at the conclusion of that meeting.

8.3 In any case where a Transfer Notice is deemed to be served in respect of an Employee Member pursuant to Article 8.2 then:

8.3.1 if the Employee Member is a Bad Leaver the Offer Price at which the Employee Member and any Permitted Transferee will offer the Relevant Shares pursuant to Article 7.3 shall be the lower of the subscription price for these Shares and the Fair Price; or

8.3.2 if the Employee Member is a Good Leaver the Offer Price at which the Employee Member and any Permitted Transferee will offer the Relevant Shares pursuant to

Article 7.3 shall be the higher of the subscription price for these Shares and the Fair Price.

## 9 Disenfranchisement

- 9.1 If a member shall commit any breach of Article 7.2 then any Relevant Shares shall carry no rights whatsoever (whether as to voting, dividend or otherwise) unless and until the breach is rectified or such shares are transferred in accordance with Article 7.
- 9.2 Upon a Relevant Event occurring in respect of an Employee Member any Relevant Shares shall carry no rights whatsoever (whether as to voting, dividend or otherwise) unless and until the Relevant Shares are transferred in accordance with the provisions of these Articles.

## 10 Permitted transfers

### 10.1 In this Article:

**"Investment Fund"** a fund, partnership, company, investment trust, syndicate or other entity whose principal business is to make investments and whose business is managed by an Investment Manager;

**"Investment Manager"** a person whose principal business is to make, manage or advise upon investments;

**"Permitted Transferee"** means a person to whom shares have been transferred in accordance with Article 10.2;

**"Related Person"** means in relation to any member who is an individual (the "Principal") any one or more of:

- (a) his parents, siblings, spouse, child or grandchild; or
- (b) the trustees of a trust the beneficiaries of which are the Principal and/or his parents, siblings, spouse, children or grandchildren; or
- (c) any company controlled by that member ("control" for these purposes shall have the meaning as in section 255 of the Companies Act 2006);

### 10.2 A member may transfer all or any of his Shares:

10.2.1 to a Related Person; or

10.2.2 if being a Permitted Transferee to the Principal or any other Permitted Transferee of that Principal; or

10.2.3 to any person approved in writing by the unanimous consent of the members at a general meeting of the Company.

10.3 Any member being a body corporate or an LLP shall be entitled to transfer Shares to its Subsidiary or Holding Company or another Subsidiary of its Holding Company provided that if the transferee shall cease to be so related to the transferor it shall within 21 days of so ceasing transfer the Shares held by it to the transferor and failing such transfer the member shall be deemed to have served a Transfer Notice under Article 4.3 in respect of such Shares.

10.4 A transfer of any Shares may be made by any member who is an Investment Manager or

a nominee of an Investment Manager to:

- 10.4.1 any participant or partner in or member of any Investment Fund in respect of which the Shares to be transferred are held (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course); or
  - 10.4.2 any Investment Fund whose business is managed by the Investment Manager who is or whose nominee is the transferor; or
  - 10.4.3 any other Investment Manager or his nominee who manages the business of the Investment Fund in respect of which the Shares are held.
- 10.5 A transfer of any Shares may be made by any member who is an Investment Fund or nominee of an Investment Fund to:
- 10.5.1 any participant or partner in or member of the Investment Fund which is or whose nominee is the transferor (but only in connection with the dissolution of such Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course); or
  - 10.5.2 any other Investment Fund whose business is managed by the same Investment Manager as manages the Investment Fund which is or whose nominee is the transferor; or
  - 10.5.3 the Investment Manager who manages the business of the Investment Fund which is or whose nominee is the transferor.
- 10.6 The Board may require any member or the legal personal representative of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Board may think fit.

## 11 Tag along and drag along

- 11.1 No sale or transfer of any Shares ("the Specified Shares") shall be made which would result, if made and registered, in a person or persons obtaining a Controlling Interest in the Company unless the proposed transferee or transferees or his or their nominees has or have offered to purchase all of the issued share capital of the Company at the Specified Price as defined below.
- 11.2 The expression "the Specified Price" shall mean a price per share at least equal to that offered for the Specified Shares to the holder or holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by such holder or holders 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 provided that, if any part of the price per share is payable otherwise than by cash, any member may at his option elect to take that part in cash provided further that in the case of any Shares held by any Investor the Specified Price must not be less than the Fair Price as determined in accordance with Article 7.3.5.
- 11.3 In the event of disagreement as to the calculation of the Specified Price for the purposes of this Article any such disagreement shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales on application by either party) whose decision shall be final and

binding (in the absence of manifest error) and the costs of such umpire shall be borne by the Company.

- 11.4 Subject to Article 11.5, if any offer is made pursuant to the terms of this Article 11 and is approved by the holders of at least seventy five per cent, in nominal value of the issued share capital of the Company then the holders of the other Shares shall, if so required by notice in writing from the accepting shareholders ("a Drag Along Notice") and provided the Specified Price is at least equal to the Fair Price of their Shares as determined in accordance with Article 7.3.5 accept such offer and if they shall fail to do so within five days of being so required, shall be deemed hereby to accept the same and to authorise the Company to exercise such documents on their behalf to effect the sale of their shares pursuant thereto, and Article 7.3.9 shall apply mutatis mutandis for these purposes. The provisions of Article 7.2 shall not apply to any transfer of Shares pursuant to a Drag Along Notice.
- 11.5 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered pursuant to Article 11.4 except with the consent of all of the members of the Company in writing, if as a result of such sale or transfer and registration thereof a Controlling Interest would be obtained in the Company by a company in which one or more of the members of the Company (or persons acting in concern with them) has a Controlling Interest.

## 12 Proceedings at general meetings

- 12.1 No business shall be transacted at any meeting of the Company unless a quorum is present. Three members entitled to vote upon the business to be transacted, one of whom must be an Investor and one of whom must be a Founder. Regulation 40 shall not apply. If any meeting of the Company is inquorate then it will be adjourned for consideration of the same business at the same time and place to the following week ("the First Adjourned Meeting") when the quorum shall be three members entitled to vote upon the business to be transacted, . If the First Adjourned Meeting of the Company is inquorate then it will be adjourned for the consideration of the same business at the same time and place to the following week ("the Second Adjourned Meeting") when any two members entitled to vote upon the business to be transacted (or a proxy for a member or a duly authorised representative of a member which is a corporation) shall constitute a quorum.
- 12.2 In the case of a corporation a resolution in writing may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative.
- 12.3 An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at the place as may be specified in the notice convening the meeting (or, if no place is specified, at the registered office) at least one hour before the time appointed for holding the meeting. In the case of a poll (taken otherwise than at or on the same day as the meeting) be delivered to the Secretary (or the chairman of the meeting) on the day and at the place of the meeting but in any event before the time appointed for the poll to be taken. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. Regulation 62 shall not apply.

### 13 Number of directors

The Directors shall not be less than three in number. Regulation 64 shall be modified accordingly. Whenever the number of all the Directors shall be less than three, the remaining Director or Directors shall have authority to appoint an additional Director or Directors so that the number of Directors is three but shall not otherwise be entitled to exercise any of the powers and discretions by these Articles expressed to be vested in the Directors generally. Regulation 89 in Table A shall be modified accordingly. No Director shall be appointed as Chairman without the consent of an Investor Director.

### 14 Founder directors

- 14.1 Subject to Article 14.3 the Founders so long as one or more of them remains a member, shall be entitled to appoint any four persons to be Directors of the Company and may remove from office any Director so appointed (each shall be a "Founder Director").
- 14.2 Subject to Article 14.3, the appointment or removal of a Founder Director shall take effect when a notice to that effect is delivered to the registered office of the Company. The removal of a Founder Director shall be without prejudice to any claim which he may have under any contract with the Company.
- 14.3 If the Founders propose to appoint a Director pursuant to Article 14.1 above (other than themselves) then prior to giving notice pursuant to Article 14.2 the name and brief details of the proposed appointee shall be communicated to the Board who shall be entitled to give or refuse their approval to such appointment (such approval not to be unreasonably withheld or delayed).

### 15 Investor directors

- 15.1 The Investors, as long as one or more of them remains a member, shall be entitled to appoint or remove any two persons to be non-executive Directors of the Company ("the Investor Directors").
- 15.2 Any such appointments or removals by the Investors shall be effected by notice in writing to the Company signed by at least three of the Investors representing a majority (by reference to nominal value) of the Shares held by the Investors ("the Requisite Majority").
- 15.3 A notice of appointment or removal of an Investor Director pursuant to this Article shall take effect upon lodgement at the registered office of the Company.
- 15.4 Any Investor Director appointed pursuant to this Article 15 shall be at liberty from time to time to make such disclosure to the Investors (or any of them) as to the business and affairs of the Company and its subsidiaries (if any) as he shall in his absolute discretion determine.
- 15.5 On any resolution of the members to remove an Investor Director the Shares held by the Investor shall together carry at least one vote in excess of 50 per cent of the votes exercisable in respect of that resolution at the general meeting at which such resolution is to be proposed. If any Investor Director is removed the Investors may re-appoint him or another person as an Investor Director.
- 15.6 The Investor Directors shall be entitled to sit on all committees of the Board.

16 Delegation of directors' powers

In addition to the powers to delegate contained in Regulation 72, the Directors may delegate any of their powers to any committee consisting of one or more Directors, which committee may include one or more co-opted persons. The Directors may authorise the co-option to such a committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee but so that (i) the number of co-opted members shall be less than one-half of the total number of members of the committee and (ii) no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors. Regulation 72 shall be modified accordingly.

17 Appointment and retirement of directors

Every Director appointed pursuant to Article 14 and 15 shall hold office until he is either removed in any manner provided by such Articles or dies or vacates office pursuant to Regulation 81 and, save as provided in Article 13, neither the Company in general meeting nor the Directors shall have power to fill any such vacancy.

18 Disqualification and removal of directors

The office of a Director shall be vacated in any of the events specified in Regulation 81 .

19 Remuneration of directors

Any Director who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine. Regulation 82 shall be extended accordingly.

20 Proceedings of directors

- 20.1 The quorum for the transaction of the business of the Directors shall be three, one of whom must be an Investor Director (if appointed) and one of whom must be a Founder Director. If such a quorum is not present within half an hour of the time appointed for the meeting or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place. At the adjourned meeting any two Directors one of whom shall be an Investor Director (if appointed) shall constitute a quorum. Regulation 89 shall be modified accordingly.
- 20.2 In the event of an equality of votes the Chairman shall have a second or casting vote at meetings of the Directors .
- 20.3 Regulations 94 to 97 (inclusive) shall not apply to the Company.
- 20.4 Any Director is able to participate in a meeting by means of a communication device (including a conference telephone) which allows all the other Directors present at such meeting to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.
- 20.5 Subject to disclosure in accordance with section 117 or 182 of the Companies Act 2006 (as appropriate), a Director or alternate Director shall be entitled to vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or

may conflict with the interests of the Company. If he shall so vote, his vote shall be counted and he shall be reckoned in calculating a quorum when any such contract or arrangement is under consideration.

## 21 Notice of Board Meeting

- 21.1 A director may, and the secretary at the request of a director shall, call a meeting of directors.
- 21.2 Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or sent in writing (including by e-mail) to him at his last known address or another other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned.
- 21.3 The parties will ensure that at least seven days notice of a meeting of directors is given to all directors entitled to receive notice accompanied by:
  - 21.3.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and
  - 21.3.2 copies of any papers to be discussed at the meeting.
- 21.4 A shorter period of notice of a meeting of directors may be given if at least one Investor Director and one Founder Director agree in writing.

## 22 Indemnity

- 22.1 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Companies Act 1985 in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 532 of the Companies Act 2006.
- 22.2 The Company may purchase and maintain insurance against any liability falling upon its directors or other officers or auditors which arises out of their respective duties to the Company or in relation to its affairs.
- 22.3 Regulation 118 shall not apply to the Company.

## 23 Resolutions in writing

In Regulation 93 "writing" shall be deemed to include facsimile and other methods of reproducing or communicating writing in visible form but not by electronic mail or telex.