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THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
AUTO-TXT LIMITED

FRIDAY



(Adopted by written resolution passed on 20 April 2011 and amended by written resolution passed on 11 May 2011)

PART I

1 DEFINITIONS

1 1 In these Articles, the following expressions shall have the following meanings

A Ordinary Shares: the A Ordinary Shares of 0 01p each in the capital of the Company having rights as set out in these Articles,

acting in concert has the meaning set out in the City Code on Takeovers and Mergers,

Acts: the Companies Act 1985 (the **1985 Act**) including any statutory modification, amendment, variation or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 (the **2006 Act**) for the time being in force,

Alternate Director: any Director willing to act as such and appointed by a Director or any other person willing to act as an alternate director and appointed by resolution of the Directors,

Articles: the articles of association of the Company as amended from time to time,

Associate. Ipex Capital Management Limited, Ipex 1 GP Limited, Ipex 1 Fund Limited Partnership, Ipex Holdings Limited and any corporation or entity controlled by Ipex 1 Fund Limited Partnership from time to time, other than the Company and its subsidiaries,

Auditors:	the auditors of the Company from time to time,
Available Profits.	accumulated profits which are available for distribution within the meaning of the Acts,
B Ordinary Shares:	the B Ordinary Shares of 0.01p each in the capital of the Company having rights as set out in these Articles,
Board:	the board of Directors of the Company or any duly authorised committee of it,
Business Day:	a day (other than a Saturday or Sunday) on which banks are open for ordinary banking business in London,
Capped D Ordinary Shares:	the Capped D Ordinary Shares of 0.01p each in the capital of the Company having rights set out in the Articles,
Controlling Interest:	an interest (within the meaning of schedule 13, part 1 and section 820 of the 2006 Act) in Shares conferring in aggregate more than 50% of the total rights conferred by the Equity Shares for the time being in issue,
D Ordinary Shares	the D Ordinary Shares of 0.01p each in the capital of the Company having rights as set out in these Articles, and so that where the context so requires reference to D Ordinary Shares shall encompass each Series of D Ordinary Shares, as Series is defined in Article 2.3,
Directors:	the directors for the time being of the Company,
Disposal	a disposal by the Company of the whole or substantially the whole of its undertaking or a disposal by the Company and its subsidiaries of the whole or substantially the whole of the undertaking carried on by the Company and its subsidiaries (taken together), including (without limitation) by way of a permission for the dealing, on any public securities market, of any part of the equity share capital of any subsidiary undertaking of the Company

which itself or together with its subsidiaries carries on the whole or substantially the whole of the undertaking carried on by the Company and its subsidiaries (taken together), in each case whether in a single transaction or a series of connected transactions, and the date of the Disposal, for the purposes of these Articles, shall be the date on which such Disposal is completed,

dividend: includes bonus shares,

electronic communication means the same as in the Electronic Communications Act 2000

Employee Trust: any trust or trusts established by the Company for the benefit, inter alia, of employees and former employees of the Group (and including, without limitation, any employee's share scheme within the meaning of section 1166 of the 2006 Act) designated as an Employee Trust for the purpose of these Articles for the time being and from time to time by the Board,

Equity Shares: the A Ordinary Shares, the B Ordinary Shares, the Capped D Ordinary Shares and the D Ordinary Shares and any other equity share capital of the Company from time to time,

Group. the Company, its subsidiaries, if any, from time to time and, in relation to an employee or officer of an Associate who acquires Shares, that Associate and each other Associate, and the term **Group Company** shall be construed accordingly,

Index-Linked: where included immediately following any monetary amount in these Articles means that, on each anniversary of the date mentioned in respect of that monetary amount, such monetary amount shall be increased by such percentage as is equal to the percentage increase in the Retail Prices Index (all items) between the date of that increase and the immediately preceding anniversary and rounded up to the nearest £100,

Interest Rate	the annual rate of 3% above the base rate from time to time of The Royal Bank of Scotland plc or such other UK clearing bank as may be selected for this purpose by the Directors (with Investor Consent) calculated on a daily basis over a 365 day year from and including the date any sum becomes due to the date of payment compounded at the end of each calendar month,
in writing:	written or produced by any substitute for writing or partly written or partly so produced (including electronic mail and other electronic forms and modes of writing),
Investor Consent:	the giving of a written consent or direction by the holders of more than 50% in nominal value of the holders of the A Ordinary Shares,
Liquidity Event	the first to happen in time of a Sale, a Listing or a Disposal,
Listing:	<p>either</p> <ul style="list-style-type: none"> (a) the admission to the UK Listing Authority's Official List of any Shares and admission to trading by The Stock Exchange, or (b) permission for the dealing in any Shares on any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) (including the Alternative Investment Market of The Stock Exchange), <p>whether effected by way of an offer for sale, a new issue of shares, an introduction, a placing or otherwise,</p>
month:	calendar month,
Office	the registered office of the Company from time to time,
paid up	includes credited as paid up,

Preferred Shares: the non-voting preference shares of £1 each in the capital of the Company having rights as set out in these Articles,

Register: the register of members of the Company required to be kept by section 113 of the 2006 Act,

Relevant D Share has the meaning set out in Article 2 3,
Threshold Amount:

Sale: any sale (whether by one transaction or a series of related transactions), of a holding or holdings of Shares constituting a Controlling Interest,

Shares: Preferred Shares and/or A Ordinary Shares and/or B Ordinary Shares and/or D Ordinary Shares and/or Capped D Ordinary Shares (as the case may be) and any other shares in the capital of the Company from time to time,

The Stock Exchange: London Stock Exchange plc,

- 1 2 In these Articles each of **subsidiary** and **holding company** has the meaning given to that expression in section 1159 of the 2006 Act and the expression **control** has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and the expressions **controlling** and **controlled by** shall be construed accordingly
- 1 3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Acts in force at the date at which these Articles become binding on the Company Save where expressly otherwise required, references in these Articles to a person being interested in, or having an interest in, shares (or similar expressions) shall be construed in accordance with sections 820 to 825 (inclusive) of the 2006 Act
- 1 4 References in these Articles to a person or persons entitled by transmission shall in relation to a share mean a person or persons entitled to the share by reason of the death or bankruptcy of the holder or by virtue of that person becoming automatically entitled to the share by law
- 1 5 Words importing the singular number only shall include the plural number, and vice versa
- 1 6 Words importing the masculine gender only shall include the feminine gender
- 1 7 Words importing persons shall include corporations

1 8 The headings are inserted for convenience only and shall not affect the construction of these Articles

1 9 In the event of any conflict between Part I and Part II of these Articles, Part I shall prevail

1 10 The regulations in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Company except so far as the same are repeated or contained in these Articles

2 **SHARE CAPITAL**

2 1 The provisions of section 561(1) of the 2006 Act shall not apply

2 2 The Board shall, subject to the provisions of the Acts and these Articles (including, without limitation, the foregoing provisions of this Article 2), determine whether in respect of each calendar year any D Ordinary Shares are to be issued and, if so, the total number of the Ordinary Shares to be allotted and issued, the proposed allottee(s), the number of D Ordinary Shares to be allocated to each allottee, the subscription price and the Relevant D Share Threshold Amount. The allotment and issue of D Ordinary Shares shall be in a separate series (each, a **Series**) in respect of each calendar year. Automatically upon the allotment and issue of each Series of D Ordinary Shares, the same number of Capped D Ordinary Shares shall be designated as a separate series of Capped D Ordinary Shares, having the same series number as the relevant Series of D Ordinary Shares

2 3 Each Series of D Ordinary Shares shall have a different Relevant Share Threshold Amount determined in accordance with the provisions of this Article 2 3. The **Relevant D Share Threshold Amount** shall be an amount which the Board, acting reasonably, determines to be the amount (if any), Index-Linked from the date of issue of the D Ordinary Shares, which would be payable, in aggregate, to the holders of each of the A Ordinary Shares, B Ordinary Shares, Capped D Ordinary Shares and each earlier Series of D Ordinary Shares in the event that, on the proposed date of such allotment, there were to be a return of capital under and in accordance with Articles 4 or, as the case may be, 5. In determining such amount, the Board may (and shall if directed by Investor Consent) obtain such advice and/or valuation from the Auditors or such other independent advisors and/or experts as it shall consider appropriate. Once so determined, the Relevant D Share Threshold Amount shall be recorded in the books of the Company and noted on each share certificate applicable to that Series of D Ordinary Shares

3 **DIVIDEND RIGHTS**

3 1 The rights as regards income attaching to each class of Shares shall be as set out in this Article 3

3 2 The Company shall, without resolution of the Board or of the Company in general meeting and before application of any profits to reserve or for any other purpose,

pay in respect of each Preferred Share a fixed cumulative preferential dividend payable in pounds sterling at the annual rate of 5 per cent of £1 per Share (excluding any associated tax credit) which shall accrue daily and be calculated in respect of the period from the relevant date of issue to such date assuming a 365 day year (the **Preference Dividend**) and will be paid on the earlier of the date immediately prior to completion of a Liquidity Event or immediately prior to conclusion of the liquidation or winding-up of the Company, to the person registered as the holder of such Share at that date

- 3 3 The Preference Dividend shall be deemed to accrue from day-to-day after as well as before the commencement of a winding-up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of Shareholders in respect of share capital
- 3 4 The Preference Dividend shall, provided the Company has sufficient Available Profits out of which to pay the same and notwithstanding that such dividend is expressed to be cumulative, automatically become a debt due from and immediately payable by the Company on the relevant payment date specified in Article 3 2
- 3 5 If the Company is unable to pay the Preference Dividend in full on the due date by reason of having insufficient Available Profits, then it shall on such date pay the same to the extent that it is lawfully able to do so
- 3 6 Where, by reason of the Company having had insufficient Available Profits, it is in arrears with the payment of any dividends, the first Available Profits arising thereafter shall be applied in or towards paying off all accruals and/or unpaid amounts of Preference Dividend
- 3 7 No dividends (other than the Preference Dividend) may be paid without Investor Consent Subject thereto, and to there being sufficient Available Profits, the Board may declare a dividend payable in accordance with Article 3 9
- 3 8 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the Preference Dividend
- 3 9 Subject to adequate provision having been made for the payment of the Preference Dividend (and any arrears thereof), any Available Profits which the Directors may determine to distribute in respect of any financial year shall be distributed amongst the holders of the Equity Shares in such amounts (and whether treating the different classes of Equity Shares differently or not) as the Directors may determine

4 RETURN OF CAPITAL RIGHTS

4 1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article 4

4 2 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities (including, for the avoidance of doubt, any debts arising from non-payment of the Preference Dividend) shall be applied in the order of priority set out in Article 5 1

5 SALE LISTING AND DISPOSAL

5 1 On a Sale, the members selling Shares (unless otherwise approved by Investor Consent) shall procure that the Total Proceeds (whenever received and in whatever form) shall be held by a trustee nominated with Investor Consent and shall, as between the selling members, be allocated and paid to them as follows

5 1 1 first, in paying to the holders of Preferred Shares, in respect of each such Preferred Share, the amount of £1 00,

5 1 2 second, in paying to the holders of Preferred Shares any arrears of, or unpaid, Preferred Dividends,

5 1 3 third, in paying to the holders of the A Ordinary Shares, in respect of each such A Ordinary Share, the amount of 0 01p,

5 1 4 fourth, in paying to the holders of the B Ordinary Shares, in respect of each such B Ordinary Share, the amount of 0 01p, and

5 1 5 the balance of such assets (if any) shall then be distributed amongst the holders of the B Ordinary Shares and the Capped D Ordinary Shares, provided that the holders of each Series of D Ordinary Shares shall be entitled to participate, *pari passu*, in such balance (in the place of, and to the exclusion of, the holders of the same-numbered series of Capped D Ordinary Shares) once the holders of each of the B Ordinary Shares, Capped D Ordinary Shares and each earlier Series of D Ordinary Shares have received, in aggregate, the Relevant D Share Threshold Amount

5 2 On a Disposal, the Total Proceeds shall (unless otherwise approved by Investor Consent) be divided between the members in the same proportions as the provisions of Article 5 1 would provide on a Sale. The entitlement of the members may be satisfied by a return of capital on the winding up of the Company, a distribution or otherwise as the Board may decide, with Investor Consent. For the avoidance of any doubt, in any such return of capital the provisions of this Article 5 2 shall prevail over Article 4

5 3 Immediately prior to and conditionally upon a Listing, the members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as specified by Investor Consent, to ensure that the Total Proceeds are re-allocated between the members in the same proportions as the provisions of Article 5 1 would provide on a Sale

5 4 For the purposes of this Article 5, the **Total Proceeds** shall be determined as follows

5 4 1 where the event is a Sale

- (a) Total Proceeds shall comprise the consideration which the purchaser will directly or indirectly (or, in the case of partial acquisition, would on a scaled up basis) pay or provide to acquire all the issued and allotted Shares,
- (b) such consideration shall be taken to include the amount or value of any benefits to be provided to the holders of any Shares by the purchaser (or any persons acting in concert with him) which, in the opinion of the Auditors acting as experts, should reasonably be treated as part of the consideration to be so paid or provided,
- (c) where such consideration includes deferred consideration, Total Proceeds shall be calculated on the basis that all such deferred consideration was received on the date of the Sale, as calculated by the Auditors acting as experts,
- (d) where the purchaser provides any non-cash consideration, such consideration shall be taken to include the cash equivalent value of any such non-cash consideration, as calculated by the Auditors acting as experts, and
- (e) where such consideration includes contingent consideration, the Auditors acting as experts shall determine the value, at the date of Sale, of such contingent consideration,

5 4 2 where the Liquidity Event is a Disposal, Total Proceeds shall

- (a) where there is a sale, be the amount of the consideration payable for the undertaking sold determined on a basis consistent with Article 5 4 1 above, or
- (b) where there is a permission to deal on a public securities market, be determined on a basis consistent with Article 5 4 3 below,

but, in each case, in calculating Total Proceeds, provision shall be made for the costs and expenses of the Disposal incurred by the Company or any parent undertaking or subsidiary undertaking of the Company and

any taxation payable by the Company or any parent undertaking or subsidiary undertaking of the Company on the proceeds of the Disposal,

5 4 3 where the event is a Listing, Total Proceeds shall be equal to the value of the Company on the date of the Listing

(a) calculated by reference to the price at which any part of the equity share capital of the Company is issued or placed pursuant to the Listing without taking account of any new moneys raised by such Listing, or

(b) where the Listing is by way of an introduction, as determined by the reasonable opinion (acting in good faith) of the investment bank or other financial adviser decided upon by Investor Consent acting on behalf of the Company in relation to the Listing

6 VOTING RIGHTS

6 1 On a show of hands, every member holding one or more A Ordinary Shares who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, shall have one vote and, on a poll, every member (being an individual) who is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share of which he is the holder

6 2 The Preferred Shares shall not confer on the holders thereof any right to receive notice of, attend or vote at any general meeting of the Company

6 3 The B Ordinary Shares, the Capped D Ordinary Shares, and the D Ordinary Shares shall not confer on the holders thereof any right to receive notice of, attend or vote at any general meeting of the Company

7 VARIATION OF CLASS RIGHTS

7 1 Subject to Article 7 3, whenever the capital of the Company is divided into different classes of shares, the special rights attaching to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up, with the consent in writing of the holders of 75 per cent in nominal amount of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, but not otherwise

7 2 To every such separate meeting, all the provisions of these Articles relating to the general meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be all or, if more, two persons holding or representing by proxy at least one-third in nominal amount of the issued shares of that class (but so that, if at any adjourned meeting of such holders a quorum as above defined is not present, any member or members who are

present shall be a quorum) and the holders of shares of each class shall, on a poll, have one vote in respect of every share of the class held by them respectively

- 7 3 The Company may at any time, with prior Investor Consent (a) create and issue further shares ranking as regards the profits and/or assets of the Company in priority to the B Ordinary Shares and/or D Ordinary Shares and (b) amend and improve the rights attaching to any such class of shares, issued or unissued, from time to time ranking (whether or not as a result of such amendment or improvement) in priority to the B Ordinary Shares and/or D Ordinary Shares. Any such creation and issue of further shares or amendment to or improvement of rights attaching to such class of shares, issued or unissued, shall not require any consent or sanction on the part of the holders of the B Ordinary Shares or D Ordinary Shares, as the case may be, and shall not constitute a variation of the rights attached to the B Ordinary Shares or D Ordinary Shares, as the case may be

8 **COMPULSORY TRANSFER OF B ORDINARY SHARES AND D ORDINARY SHARES – EMPLOYEE LEAVERS**

- 8 1 For the purposes of interpretation of this Article 8

8 1 1 **Exceptional Leaver** means a Leaver who the Board resolves in its absolute discretion is an Exceptional Leaver for the purposes of these Articles,

8 1 2 **Leaver** means, subject to Articles 8 1 10 and 8 1 11, any person who, being an employee of or holder of an office with or a professional contractor to a Group Company, ceases to be such an employee or office holder or professional contractor for any reason,

8 1 3 **Leaving Date** means

- (a) where the employer terminates or purports to terminate a contract of employment by giving notice to the employee of the termination of the employment, whether or not the same constitutes a wrongful or unfair dismissal, be the date of that notice,
- (b) where the employee terminates or purports to terminate a contract of employment by giving notice to the employer of the termination of the employment (whether or not he is lawfully able to do so) be the date of that notice,
- (c) where an employer or employee wrongly repudiates the contract of employment and the other respectively accepts that the contract of employment has been terminated, be the date of such acceptance by the employee or employer respectively,
- (d) where a contract of employment is terminated under the doctrine of frustration, be the date of the frustrating event,

- (e) where a contract of employment is terminated for any reason other than those set out above, be the date on which the person actually ceases to be employed by the employer and
- (f) where a contract between a holder of an office or a professional contractor and a Group Company is terminated, and such contract is not a contract of employment, be the date determined in accordance with paragraph (a) or (b) above (reading such paragraphs as if the references to employer, employee and employment were references to the relevant Group Company, the office holder or professional contractor and the engagement respectively)

- 8 1 4 **Leaving Member** means a member holding B Ordinary Shares and/or D Ordinary Shares who becomes a Leaver,
- 8 1 5 **Normal Leaver** means any Leaver who is neither an Exceptional Leaver nor a Special Leaver,
- 8 1 6 **Relevant Degrouping Event** means the occurrence of any event, either alone or together with any contemporaneous or earlier event or events, as a result of which a body corporate which is a Group Company prior to that event ceases to be a Group Company,
- 8 1 7 **Special Leaver** means a Leaver who the Board resolves in its absolute discretion is a Special Leaver for the purposes of these Articles,
- 8 1 8 any reference in this Article 8 to the "holder of an office with a Group Company" or to an "office holder" or to an "officer of any Group Company" shall be deemed to include a reference to any member who provides services to the Group who is not otherwise an employee or executive director of a Group Company or any Associate, and any reference to a member's "office with a Group Company" shall be deemed to include a reference to that member's position as a service provider
- 8 1 9 Equity Shares may be acquired on terms that if certain conditions have been satisfied on, or by reference to, a particular date or event, then the provisions of Articles 8 2 and 8 3 shall not apply to such Equity Shares, and that if such conditions have not been satisfied on the relevant date or event, the provisions of Article 8 7 shall then apply Any such Equity Shares shall be deemed for the purposes of these Articles to be **Vested Shares** upon satisfaction of the relevant conditions, and otherwise shall be deemed to be **Unvested Shares** If there is a Liquidity Event then subject to such other arrangements as may have been specified Board may in its discretion determine that such conditions shall be treated as

satisfied in respect of some or all of the Unvested Shares such that they become Vested Shares

- 8 1 10 A Leaver shall only become a Leaver at such time as he is no longer an employee or, as the case may be, an officer of or professional contractor to any Group Company
- 8 1 11 An individual shall become a Leaver on the occurrence of a Relevant Degrouping Event unless he is or becomes at that time an employee of or officeholder with or professional contractor to a body corporate which, following that event, remains a Group Company
- 8 1 12 Any reference to a member shall include the personal representatives of such member
- 8 2 Within 12 months of a member holding B Ordinary Shares and/or D Ordinary Shares becoming a Leaver or at any time prior to his becoming a Leaver the Board may determine, in its absolute discretion, whether the Leaver shall be categorised as a Normal Leaver or an Exceptional Leaver or a Special Leaver. If the Board determines that a Leaver shall be categorised as an Exceptional Leaver the Board may subsequently determine in its absolute discretion to re-categorise the Leaver as a Normal Leaver or a Special Leaver at any time within such 12 month period. If the Board determines that a Leaver shall be categorised as a Special Leaver the Board may subsequently determine in its absolute discretion to re-categorise the Leaver as a Normal Leaver at any time within such 12 month period. If the Board has not made any determination during such period the Leaver shall automatically be categorised as a Normal Leaver at the end of the period. The Board may waive its right to re-categorise a Leaver at any time
- 8 3 If a Leaver is categorised as a Normal Leaver or a Special Leaver then he, the Leaving Member, shall be deemed to have given a transfer notice on the Leaving Date (**Transfer Notice**) in the case of (i) a Normal Leaver, in respect of all B Ordinary Shares and D Ordinary Shares held by such member, and (ii) a Special Leaver, in respect of such number of B Ordinary Shares and/or D Ordinary Shares held by such member as shall be determined by the Board in its absolute discretion and notified to the member. Such Transfer Notice shall set a price per share equal to the par value of the relevant share. The provisions of this Article 8 3 shall not apply to any Vested Shares and, for the avoidance of doubt, the provisions of this Article 8 3 shall not apply to an Exceptional Leaver unless he/she is re-categorised as provided in Article 8 2
- 8 4 Any Shares issued to a Leaver after the Leaving Date by way of bonus or capitalisation issue, or pursuant to the exercise of options or any other right in respect of the issue of Shares, shall in the case of a Normal Leaver, or may at the Board's discretion in the case of a Special Leaver, be deemed to be included as the subject of any Transfer Notice deemed served pursuant to Articles 8 2 or 8 3 (as the case may be) immediately after the date of issue of such Shares

- 8 5 If a Transfer Notice is deemed to have been served, the Directors shall notify such person or persons (which may include the trustees of the Employee Trust or any member of the Group) as may be specified by Investor Consent given at any time after such service (**Offer Notice**) of the number of B Ordinary Shares and/or D Ordinary Shares offered for sale to them and the price at which each such B Ordinary Share and/or each such D Ordinary Share is offered for sale, stipulating a date by which such offer must be accepted by written notice to the Directors. The Directors shall notify the Leaving Member of the extent to which the offer comprised in the Transfer Notice has been accepted (**Acceptance Notice**) and the Leaving Member shall then be bound to execute the necessary instrument of transfer of such B Ordinary Shares and/or D Ordinary Shares accepted for sale (**Transfer Shares**). If the recipients of the Offer Notice do not accept the relevant offer in respect of all B Ordinary Shares and/or D Ordinary Shares offered for sale, all such B Ordinary Shares and/or D Ordinary Shares shall be included in all subsequent Transfer Notices relating to that Leaving Member.
- 8 6 A Leaving Member shall be deemed to have irrevocably appointed the Company Secretary and/or any other person authorised by the Directors (as security for the performance of such member's obligations) as the attorney of such member to execute any instrument of transfer of the Transfer Shares and covenant for full title guarantee in respect of the Transfer Shares registered in the name of such Leaving Member and to deliver the same on his behalf, and the Company may receive the purchase money for such Shares on behalf of such member and shall on receipt thereof (subject to such instrument being duly stamped) cause the relevant transferee to be registered as the holder of such Shares and shall hold such purchase money on behalf of such member and the attorney shall also have the authority to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Transfer Shares. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to such member until he shall have delivered his share certificates (or an appropriate indemnity in respect thereof) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof and after the name of the transferee has been registered, the validity of the proceedings shall not be questioned by any person. Any rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares by the Leaving Member in connection with the transfer of Shares pursuant to this Article 8.
- 8 7 The provisions of this Article 8 7 shall apply to any Unvested Shares where the condition or conditions subject to which the relevant shares are acquired are not solely related to the member's employment or office with a Group Company. Where any condition or conditions subject to which the Unvested Shares are acquired are, in the opinion of the Board, no longer capable of being satisfied, then Articles 8 3 and 8 4 to 8 6 shall be deemed to apply to any such Unvested Shares as follows.

- 8 7 1 the member shall be deemed to be a Normal Leaver in respect of such Unvested Shares,
- 8 7 2 the Transfer Notice shall be deemed served in respect of the Unvested Shares, and
- 8 7 3 the Leaving Date (for the purposes of Article 8 3) shall be the date on which the relevant condition(s), ceased to be capable of being satisfied

9 TRANSFER OF SHARES

- 9 1 Save as otherwise expressly provided in these Articles, no member who is or was an employee of or holder of office with or professional contractor to a Group Company may transfer any interest in any B Ordinary Share or D Ordinary Share. For the avoidance of doubt this restriction shall not apply to any other holder of B Ordinary Shares or D Ordinary Shares including, without limitation, (a) the trustees of the Employee Trust in their capacity as such to employees or office holders of or professional contractors to any Group Company and (b) Ipex 1 GP Limited as general partner of Ipex Co-Investment Limited Partnership
- 9 2 For the avoidance of doubt the transfer of any interest in any Preferred Share or A Ordinary Share is not subject to any restrictions imposed by these Articles
- 9 3 If the Directors refuse to register a transfer of a Share, they shall within two months after the date on which the instrument of transfer was lodged with the Company send to the transferee notice of the refusal

10 TAG AND DRAG RIGHTS

- 10 1 No sale of a Controlling Interest (or any transaction which forms part of or, taken with other actual or contemplated transactions or events, would give rise to a sale of a Controlling Interest) shall be made or given effect to unless the proposing transferor(s) procure that a written offer complying with the provisions of Article 10 3 is made by the proposing transferee (or any person or persons acting in concert with it) to the holders of all the other issued and allotted Equity Shares in the Company to acquire their entire holdings of such shares
- 10 2 For the purposes of this Article the expressions **transfer** and **transferee** shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment
- 10 3 The offer referred to in Article 10 1 or any other offer for the entire issued and allotted Equity Share capital of the Company which has been recommended by the Directors (an **Offer**, the maker of which is an **Offeror**) shall be open for acceptance for a period of at least 21 days following the making of the Offer
- 10 4 If any person makes an Offer which complies with Article 10 3, the following provisions shall apply if holders of more than 75 per cent of the number of Equity

Shares in issue and allotted accept the Offer or have voted in favour of a resolution at a general meeting of the Company approving the Offer

- 10 4 1 the Directors shall have the option, exercisable by notice in writing (a **Total Sale Notice**) given to all the holders of Equity Shares, or to all holders of Equity Shares who have not accepted the Offer, to require them to sell all, but not some only, of the shares held by them to the Offeror (or as it may nominate) on the same or on no less favourable terms as will be given to all members holding shares of that class The Total Sale Notice may be given at any time up to the expiry of 28 days from the later of the date of the general meeting resolution approving the Offer or the date upon which the Offeror notifies the Company that it has received acceptances of the Offer from holders of more than 75 per cent of the number of Equity Shares in issue,
- 10 4 2 a Total Sale Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) if for any reason Equity Shares comprising 75 per cent or more of the number of Equity Shares in issue are not transferred to the Offeror (or as it may direct) no later than the date specified as the date for completion of the sale and purchase of Equity Shares pursuant to acceptances of the Offer,
- 10 4 3 upon the issue of the Total Sale Notice in accordance with this Article, each member shall be bound to accept the Offer made to him in respect of his entire holding of Equity Shares and to comply with the obligations assumed by virtue of such acceptance provided that for the avoidance of doubt this Article shall not require any such member to give any warranties, representations, indemnities or covenants other than any such which are usual in the context of a sale pursuant to an offer to shareholders of a public company, including covenants as to title to the shares owned by him,
- 10 4 4 if any member to whom a Total Sale Notice is sent fails to accept the Offer or fails to complete the sale of any of his shares pursuant to the Offer or otherwise fails to take any action required of him under the terms of the Offer the Directors (or any of them) may authorise any person to accept the Offer on behalf of that member or undertake any action required under the terms of the Offer on the part of the member who has accepted the Offer In particular, the Directors (or any of them) may authorise any person to execute a transfer of any shares held by a member holding Equity Shares in favour of the Offeror (or its nominee) and the Company may give a good receipt for the purchase price for such shares and may register the Offeror (or its nominee) as the holder thereof and issue to it certificates for the same The member shall in such case be bound to deliver up his certificate for his shareholding to the Company whereupon the member shall be entitled to receive the purchase price for such shareholding which shall, in the meantime, be

held by the Company upon trust for such member, but without interest
After the name of the Offeror (or its nominee) has been entered into the
Register in purported exercise of these powers, the validity of the
proceedings shall not be questioned by any person

PART II

- 11 The Articles in this Part II shall take effect subject to the Articles in Part I

Share Capital

- 12 Subject to the provisions of the Acts and Part I and without prejudice to any rights attached to any existing Shares, any Share may in the discretion of the Directors be issued fully paid, partly paid or nil paid and may be issued with such rights or restrictions as the Company may by ordinary resolution determine
- 13 Subject to the provisions of the Acts and Part I, shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by these Articles
- 14 The Company may exercise the powers of paying commissions conferred by the Acts Subject to the provisions of the Acts, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other
- 15 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder

Share Certificates

- 16 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them

- 17 A share certificate may be signed, sealed or executed by any legally valid method that is approved by the Directors, including but not limited to
- 17 1 signing by two Directors or one Director and the Company secretary or one Director whose signature is witnessed,
- 17 2 sealing with the Seal,
- 17 3 printing, in any way, with a copy or a representation of the authorised signatures or the Seal which may be made or produced mechanically, electronically or in any other way the Directors may approve
- 18 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate

Calls on Shares

- 19 Subject to the terms of allotment, the Directors may make calls upon any member or members in respect of any moneys unpaid on his or their shares (whether in respect of nominal value or premium) and each member upon whom a call has been made shall (subject to receiving at least fourteen clear days' notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made
- 20 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed
- 21 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof
- 22 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Acts) but the Directors may waive payment of the interest wholly or in part
- 23 An amount payable in respect of a share allotment or any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call

24 Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares

25 The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) ten per cent per annum, as may be agreed upon between the Directors and the member paying such sum in advance

Transfer of Shares

26 The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee

27 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Directors may determine

28 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share

29 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given

Transmission of Shares

30 If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only person(s) recognised by the Company as having any title to his interest, but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him

31 A person becoming entitled to a share by transmission may, upon such evidence being produced as the Directors may properly require, elect to become the holder of the share by giving notice to the Company to that effect With the exception of Article 9 2 all limitations, restrictions and provisions of these Articles relating to the transfer of shares shall apply to the notice as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred

32 A person becoming entitled to a share by transmission shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to

receive notices of meetings, to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company

Alteration of Share Capital

- 33 Subject to the Acts and Part I, the Company may by ordinary resolution
- 33 1 increase its share capital by new shares of such amount as the resolution prescribes,
- 33 2 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares,
- 33 3 sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others, and
- 33 4 cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled
- 34 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Directors may deal with the fractions as they think fit and in particular may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the 2006 Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 35 Subject to the provisions of the Acts, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way

Purchase of Own Shares

- 36 Subject to the provisions of the Acts, the Company may purchase its own shares (including any redeemable shares) and make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

General Meetings

- 37 The Directors may call General Meetings and, on the requisition of members pursuant to the provisions of the Acts, shall forthwith proceed to convene a General

Meeting in accordance with provisions of the Acts If there are not within the United Kingdom sufficient Directors to call a General Meeting, any Director or any member of the Company may call a General Meeting

Notice of General Meetings

- 38 General Meetings shall be called by at least 14 clear days' notice but a General Meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right

The notice shall specify the time and place of the Meeting and the general nature of the business to be transacted and the terms of any resolution to be proposed at the Meeting

Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and Auditors

- 39 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting

40

- 40 1 Subject to any restrictions contained in the Acts or in these Articles, every member shall be entitled to attend a General Meeting of the Company, either in person or by proxy This entitlement shall also be subject to any arrangements pursuant to this Article 40, provided that where the General Meeting is to be held in more than one place, the arrangements shall operate so that any members or proxies prevented or excluded from attending at one place shall be permitted to attend and participate at the other place or one of such other places

- 40 2 In accordance with Article 40 21, the Directors may make such arrangements as they shall in their absolute discretion consider to be appropriate for any of the following purposes

40 2 1 to regulate the level of attendance at any place specified for the holding of a General Meeting or any adjournment of such a meeting, or

40 2 2 to ensure the safety of people attending at any such place, or

40 2 3 to facilitate attendance at such meeting or adjournment,

40 2 4 and may from time to time vary any such arrangements or make new arrangements in their place

- 40 3 The Directors may make arrangements for any people who they consider cannot be seated in the main meeting place, where the Chairman will be, to attend and participate in a General Meeting in another place or other places. All such places will be connected to each other by such live audio-visual links as enable persons in each place fully to see, hear and participate in the General Meeting. The notice of the meeting is not required to give details of any arrangements under this Article. The Directors may decide how to divide people between the main meeting place and any other places.
- 40 4 If any other place is used for a General Meeting, the meeting will be treated as being held and taking place in the main meeting place.

Proceedings at General Meetings

- 41 No business shall be transacted at any General Meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporate, shall be a quorum.
- 42 If such a quorum is not present within half an hour from the time appointed for the General 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 or to such time and place as the Directors may determine.
- 43 The Chairman, if any, of the Board of Directors or, in his absence, some other Director nominated by the Directors shall preside as Chairman of the Meeting, but if neither the Chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the Meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman.
- 44 If no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time appointed for holding the Meeting, the members present and entitled to vote shall choose one of their number to be Chairman.
- 45 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any General Meeting and at any separate meeting of the holders of any class of shares in the Company.
- 46 The Chairman may, with the consent of a General Meeting at which a quorum is present (and shall if so directed by the Meeting), adjourn the Meeting from time to time and from place to place. In addition, the Chairman may at any time without the consent of the meeting adjourn the meeting to another time or place or indefinitely if it appears to the Chairman that
- 46 1 the number of persons present or wishing to attend cannot be conveniently located in the place(s) appointed for the meeting, or

- 46 2 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted

No business shall be transacted at an adjourned Meeting other than business which might properly have been transacted at the Meeting had the adjournment not taken place. When a General Meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned Meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.

Votes of Members

- 47 A resolution put to the vote of a Meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Acts and to Part I, a poll may be demanded

- 47 1 by the Chairman, or

- 47 2 by at least two members having the right to vote at the Meeting, or

- 47 3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the Meeting, or

- 47 4 by a member or members holding shares conferring a right to vote at the Meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right

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

- 48 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. If any votes shall be counted which ought not have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same Meeting, and not in that case unless it shall, in the opinion of the Chairman, be of sufficient magnitude to vitiate the resolution

- 49 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

- 50 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll

The result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded

- 51 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the Meeting shall continue as if the demand had not been made
- 52 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the Meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 53 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder
- 54 In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members
- 55 A member in respect of whom an order has been made by any Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that Court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the Meeting or adjourned Meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable
- 56 No member shall vote at any General Meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid

57 No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is tendered, and every vote not disallowed at the Meeting shall be valid Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive

58 On a poll votes may be given either personally or by proxy A member may appoint more than one proxy to attend on the same occasion

59 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under the hand of some officer or attorney duly authorised in that behalf under its common seal A proxy need not be a member of the Company

60 The instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"Auto-Txt Limited

I/We, , of being a member/members of the above-named Company, hereby appoint of or, failing him, of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the Annual/ General Meeting of the Company to be held on 20 , and at any adjournment thereof

Signed on 20 "

61 Where it is desired to afford members an opportunity of instructing the proxy how he shall act, the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"Auto-Txt Global Limited

I/We, , of being a member/members of the above-named Company, hereby appoint of or, failing him, of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the Annual/ General Meeting of the Company to be held on 20 , and at any adjournment thereof

Signed on 20

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 *for *against

Resolution No 2 *for *against

* Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed this day of 20 "

62 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may

62 1 in the case of an instrument in writing be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

62 2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications

62 2 1 in the notice convening the meeting, or

62 2 2 in any instrument of proxy sent out by the Company in relation to the meeting, or

62 2 3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

62 3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

62 4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any Director,

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

In this regulation and the next, **address**, in relation to electronic communications, includes any number or address used for the purposes of such communications

63 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was

contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

Number of Directors

- 64 Unless otherwise determined by ordinary resolution, the number of Directors (other than Alternate Directors) shall be not less than two nor more than ten

Alternate Directors

- 65 Any Director (other than an Alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an Alternate Director and may at the discretion of the Directors revoke such appointment and remove from office such an Alternate Director so appointed
- 66 An Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend, speak and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an Alternate Director
- 67 An Alternate Director shall cease to be an Alternate Director if his appointor ceases to be a Director, but, if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the Meeting at which he retires, any appointment of an Alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment
- 68 Any appointment or removal of an Alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors
- 69 Save as otherwise provided in these Articles, an Alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him

Powers of Directors

- 70 Subject to the provisions of the Statutes, the Memorandum and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company No alteration of the Memorandum or of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given The powers given by this Article shall not be limited by any special power given to the Directors by these

Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors

- 71 The Directors shall have power to submit the operation of the business of the Company to the rules, regulations and/or guidelines of any professional body membership of which, in the opinion of the Directors, is desirable for the operation of the Company, in which event and for so long as the Company is a member of such body, the Directors shall use their best endeavours to ensure that the business of the Company is conducted in accordance with such rules, regulations and/or guidelines
- 72 The Directors may, by power of attorney or otherwise, appoint any person(s) to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

Delegation of Directors' Powers

- 73 The Directors may delegate any of their powers (with power to sub-delegate) to any committee consisting of one or more Directors. The Directors may also co-opt on to any such committee persons other than Directors who may enjoy voting rights in the committee. The co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are Directors. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of Directors so far as they are capable of applying
- 74 The Directors may entrust to and confer upon a Managing Director or Director holding any other office or place of profit under the Company any of the powers exercisable by them upon such terms and conditions, and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers
- 75 The Directors may establish any local boards, committees or agencies for managing any of the affairs of the Company anywhere in the world and may appoint any persons to be members of such local boards or any managers or agents, and may fix their remuneration, and may delegate to any local board, committee, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby

Appointment and retirement of Directors

- 76 The Company may by ordinary resolution appoint a person who is willing to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire
- 77 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, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors

Disqualification and removal of Directors

- 78 The office of a Director shall be vacated if
- 78 1 he is prohibited by law from being a Director, or
- 78 2 he fails to comply with a statutory demand within the meaning of the Insolvency Act 1986, or he enters into any voluntary arrangement (within the meaning of the said Insolvency Act) with his creditors generally, or
- 78 3 he becomes, in the opinion of all his co-Directors, incapable by reason of mental disorder of discharging his duties as Director, or
- 78 4 he resigns his office by notice in writing to the Company, or
- 78 5 he shall, for more than six consecutive months, have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated, or
- 78 6 he is removed from office by a resolution duly passed pursuant to Sections 168 and 169 of the 2006 Act

In addition to the power of removal by ordinary resolution under Section 168 of the Companies Act 2006 the Company may by special resolution remove any director before the expiry of his term of office notwithstanding anything in any agreement between the Company and the director and may by ordinary resolution replace such director

Remuneration of Directors

- 79 The Directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day
- 80 If by arrangement with the other Directors any Director shall perform or render any special duties or services outside his ordinary duties as Director, the Board may pay

him special remuneration and such special remuneration may be by way of salary, commission, participation in profits or otherwise as may be arranged and shall be charged as part of the Company's ordinary working expenses

Directors' Expenses

- 81 The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or General Meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties

Directors' Appointments and Interests

- 82 Subject to the provisions of the Act and these Articles, and provided that he has disclosed any interest of his in accordance with the Act, a Director notwithstanding his office -
- 82 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
- 82 2 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested,
- 82 3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and
- 82 4 may vote as a Director or member in respect of any such transaction or arrangement in which he is so interested, and if he shall do so his vote shall be counted and he shall be included amongst the Directors or members present for the purpose of a quorum
- 82 5 The provisions of this Article shall apply notwithstanding that all of the Directors for the time being may be interested in any such transaction or arrangement

Directors' Conflicts of Interest

83

- 83 1 If a situation arises in which a Director has, or can have, an interest that conflicts, or possibly may conflict, with the interests of the Company (a **Relevant Situation**) the Directors may, for the purposes of Section 175 of the 2006 Act, resolve to authorise

83 1 1 if a Relevant Situation arises from the appointment or proposed appointment of a person as a Director of the Company, the appointment

of the Director and the Relevant Situation, subject to any limits or conditions which the Directors may determine,

83 1 2 if the Relevant Situation arises in circumstances other than as set out in Article 83 1, the Relevant Situation and the continuing performance by the Director of his duties, subject to any limits or conditions which the Directors may determine,

and any such authorisation will be subject only to any limits or conditions which the Directors expressly impose

83 2 The interested Director, and any other Director with a similar interest, cannot vote, or be counted in the quorum, on a resolution to authorise his interest under Article 83 1

83 3 Any reference in Article 83 1 to a conflict of interest includes a conflict of interest and duty and a conflict of duties

83 4 Any limits or conditions determined by the Directors under Article 83 1 may be imposed at the time of authorisation or may be imposed or varied subsequently and may include (without limitation)

83 4 1 whether the interested Director(s) may vote (or be counted in the quorum at a meeting) in relation to any resolution relating to the Relevant Situation,

83 4 2 the exclusion of the interested Director(s) from all information and discussion by the company of the Relevant Situation, and

83 4 3 the imposition of a specific duty of confidentiality for any confidential information of the company relating to the Relevant Situation

83 5 An interested Director must act in accordance with any limits or obligations imposed by the Directors under Article 83 1

83 6 Subject to Article 83 1, any authorisation under Article 83 1 shall be dealt with in the same way as any other matter that may be decided by the Directors under these Articles

83 7 Any authorisation of a Relevant Situation given by the Directors under Article 83 1 may provide that, where the interested Director obtains (other than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence

83 8 Whilst there is a Relevant Situation, the general duties which the interested Director owes to the Company under Sections 171 to 177 of the 2006 Act will not be infringed if he

83 8 1 absents himself from meetings of the Directors or from the discussion of any matter at a meeting relating to the Relevant Situation, and/or

83 8 2 makes arrangements for papers to be received and read by a professional adviser on his behalf which may relate to the Relevant Situation, and/or

83 8 3 behaves in any other way authorised by any guidance which may be issued by the Directors from time to time

83 9 Subject to any restrictions or conditions that may be imposed by the Directors from time to time, where a Relevant Situation arises because a Director is also a director of a subsidiary or holding company of the Company (as defined in Section 1159 of the 2006 Act), such Relevant Situation shall be deemed to have been authorised pursuant to Section 175 of the 2006 Act

Directors' Gratuities and Pensions

84 The Directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit

Proceedings of Directors

85 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. Notice of meetings of the Directors shall be given to every Director, whether or not in the United Kingdom. The notice shall specify the place, day and time of the meeting and the general nature of the business to be transacted thereat. Questions arising at a meeting shall be decided by a majority of votes. A Director who is also an Alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

86 The quorum for the transaction of the business of the Directors shall include at least one Director nominated by Ipex I Fund Limited Partnership. If a quorum is not present within 30 minutes from the time specified in the notice of meeting, the meeting shall be adjourned to the same time and place on the following Business

Day If a quorum is not present within 30 minutes from the time of the adjourned meeting, any Directors present shall constitute a quorum. A person who holds office only as an Alternate Director shall, if his appointer is not present, be counted in the quorum.

- 87 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a General Meeting.
- 88 The Directors may appoint one of their number to be the Chairman of the Board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 89 All acts bona fide done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 90 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors but a resolution signed by an Alternate Director need not also be signed by his appointor 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.
- 91 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 92 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.
- 93 A meeting of the Directors or other committee of the Board may consist of a conference between the Directors and any Alternate Directors who are not all in one place, but each of which is able (directly or by electronic communication), to speak to each of the others, and to be heard by each of the others simultaneously. In addition, where deemed necessary or appropriate, such conference may be

conducted by means of electronic communication between the Chairman of the meeting and each individual Director or Alternate Director who is present at the meeting even though no two persons are in one place and there is no means by which each Director or Alternate Director might speak to each of the others or be heard by each of the others simultaneously. A Director or an Alternate Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or if there is no such group, where the chairman of the meeting then is. References in these Articles to a meeting of the Directors shall be construed accordingly.

Secretary

- 94 Subject to the provisions of the Acts, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The Directors may from time to time if there is no Secretary or no Secretary capable of acting, appoint a deputy or assistant Secretary who shall be deemed to be the Secretary during the term of his appointment.

Minutes

- 95 The Directors shall cause minutes to be made in books kept for the purpose
- 95 1 of all appointments of officers made by the Directors, and
- 95 2 of all proceedings at General Meetings of the Company, of the holders of any class of shares in the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting, and any such minute of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts stated therein.

The Seal

- 96 The Seal shall only be used by the authority of the Directors or of a committee of Directors 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 a Director and by the Secretary or by a second Director. The Company may exercise the powers given by Section 39 of the 1985 Act with regard to having a seal for use abroad, and such powers are accordingly hereby vested in the Directors.

Dividends and Reserve Fund

- 97 Subject to Part I, the Company in General Meeting may from time to time declare dividends, but no such dividend shall (except as by the Statutes expressly

authorised) be payable otherwise than out of the profits of the Company available for distribution. No higher dividend shall be paid than is recommended by the Directors and a declaration by the Directors as to the amount of the profits at any time available for distribution shall be conclusive.

- 98 Subject to the provisions of the Acts and to Part I, the Directors may pay interim dividends if it appears to them that they are justified by the position of the Company. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the position of the Company justifies the payment. Provided the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
- 99 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the nominal value of the shares on which the dividend is paid irrespective of the amounts, if any, paid up on the shares.
- 100 Subject to Part I and except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide
- 100 1 all distributions (whether by way of dividend, on a winding-up of the Company or on a return of capital including, without limitation, capital redemption reserve and share premium account, or otherwise) and all subscription monies and calls in respect of ordinary shares in the capital of the Company may be paid in such currency as the Directors, in their absolute discretion (or, in the case of a distribution in a liquidation, the liquidator, in his absolute discretion), may consider appropriate, and
- 100 2 for the purposes of the calculation of the amount receivable in respect of any dividend or other distribution, the rate of exchange to be used to determine the relevant currency equivalent of any sum payable on a distribution shall be such market rate selected by the Directors as they shall consider appropriate.
- 101 Subject to Part I, a General Meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of fully paid shares, stock or debentures of any other company, or of any other assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

- 102 Any dividend or other moneys payable in respect of a share may be paid by direct debit, bank transfer, cheque or warrant sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by transmission, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque or warrant shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque or warrant shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
- 103 Subject to Part I, the Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper to a reserve fund, which shall at the discretion of the Directors be applicable for meeting contingencies, or for repairing or maintaining any works connected with the business of the Company, or for any other purposes for which the profits of the Company may lawfully be applied or shall be as to the whole or in part applicable for equalising dividends, or for distribution by way of special dividend or bonus, and the Directors may divide the reserve fund into separate funds for special purposes, and may either employ the sums from time to time carried to the credit of such fund or funds in the business of the Company or invest the same in such investments (other than the shares of the Company or its holding company) as they may select. The Directors may also from time to time carry forward such sums as they deem expedient in the interests of the Company.
- 104 Subject to Part I, any resolution declaring a dividend on shares of any class whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares.
- 105 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 106 The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof, and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

Capitalisation of Profits

- 107 Subject to Part I, the Directors may with the authority of an ordinary resolution of the Company
- 107 1 subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve,
- 107 2 appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued shares to be allotted to members credited as fully paid,
- 107 3 make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this Article in fractions, and
- 107 4 authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members

Notices

- 108 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing but by word of mouth or electronic communication
- 109 The Company may (insofar as the Statutes allow) give or deliver any notice, set of accounts or other document to a member either personally, by electronic mail to his electronic mail address as notified to the Company by the member, or by sending it by post (or, in the case of a member whose registered address is outside the United Kingdom, by airmail) in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the Register in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders

- 110 A member present, either in person or by proxy, at any General Meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 111 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the Register, has been duly given to a person from whom he derives his title
- 112 Proof that
- 112 1 an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted
- 112 2 an electronic mail containing a notice was properly addressed and transmitted shall be conclusive evidence that the notice was given A notice shall be deemed to be given at the expiration of 24 hours after the electronic mail containing it was transmitted provided that the person sending the electronic mail is not notified within those 24 hours that the electronic mail system has failed to deliver the notice
- 113 A notice may be given by the Company to the persons entitled to a share by transmission by sending by post or by electronic mail or delivering it, in any manner authorised by these Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred

Articles 108 to 113 inclusive do not affect any statutory provision or provision of the Articles requiring notice or documents to be delivered in a particular way

Winding Up

- 114 If the Company is wound up the Liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Statutes, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members The Liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability

Indemnity

- 115 Subject to Article 115 2, a relevant director of the Company or a associated company may be indemnified out of the company's assets against
- 115 1 1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- 115 1 2 any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act),
- 115 1 3 any other liability incurred by that director as an officer of the Company or an associated company
- 115 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Statutes
- 115 3 In this Article a **relevant director** means any director or former director of the Company or an associated company and companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate
- 115 4 The Company may provide funds to any Director or other officer of the Company or of any associated company (excluding the Auditors) to meet, or do anything to enable a Director or other officer of the Company to avoid incurring expenditure of the nature described in sections 205(1) or 206 of the 2006 Act

Provision for employees on cessation of business

- 116 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary