

Company number 07106615

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS

- of -

GINX TV LIMITED (the "Company")

Passed on 20th September 2016

On 20th September 2016, the following written resolutions of shareholders of the Company were passed as ordinary and special resolutions

ORDINARY RESOLUTIONS

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| <p>1 That the directors be generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 to exercise all the powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company, up to a maximum aggregate nominal amount of £14,508 48, provided that</p> <p style="margin-left: 40px;">(a) the authority granted under this resolution shall expire five years after the passing of this resolution, and</p> <p style="margin-left: 40px;">(b) the Company may, before such expiry under paragraph (a) above of this resolution, make an offer or agreement which would require shares to be allotted or rights to subscribe for or to convert any security into shares to be granted after such expiry and the directors may allot such shares or grant such rights (as the case may be) in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired</p> |
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This authority is in addition to all subsisting authorities



SPECIAL RESOLUTIONS

2	That, subject to the passing of resolution 1 above, the directors be empowered pursuant to section 570 of the Companies Act 2006 to allot equity securities wholly for cash pursuant to the authority conferred by resolution 1 above as if section 561 of the Companies Act 2006 and any rights of pre-emption (however expressed) contained in the articles of association of the Company did not apply to any such allotment (the expression "equity securities" and references to the allotment of "equity securities" bearing the same respective meanings in this resolution as in section 560 of the Companies Act 2006)
3	That the articles of association contained in the document attached to these written resolutions (the " New Articles ") be approved and adopted as the new articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association



Husein Omerovic

Director

ARTICLES OF ASSOCIATION

of

GINX TV LIMITED

Adopted by special resolution passed on 20th September 2016

PRELIMINARY

1 MODEL ARTICLES

- 1.1 The articles of association of the Company (the "**Articles**") shall comprise the regulations contained herein together with the regulations contained in the model articles for private companies limited by shares set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) ("**Model Articles**") (as amended) as at the date of adoption of these Articles, save insofar as they are excluded or modified by, or are inconsistent with, the regulations contained herein
- 1.2 Model Articles 5, 6, 7, 8, 9(1) and (3), 11(2) and (3), 12, 14(1) to (4) (inclusive), 16, 22, 32, 38, 44(2), 50, and 51 to 53 (inclusive) shall not apply to the Company
- 1.3 In Model Article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"

2 INTERPRETATION

- 2.1 In these Articles, unless the context otherwise requires

A Director means a Director appointed by the A Shareholder,

A Ordinary Shares means the A ordinary shares of £0.01 each in the share capital of the Company in issue from time to time,

A Shareholder means a holder of any A Ordinary Share(s) from time to time,

A Shareholder Restricted List means a list of 5 persons as may be provided by the A Shareholder to the Board,

Act means the Companies Act 2006,

Asset Sale the disposal by the Company of all, or a substantial part of, its business and assets,

Auditors means a firm of accountants appointed by the Board from time to time,

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

B Director means a Director appointed by the B Shareholder,

B Ordinary Shares means the B ordinary shares of £0.01 each in the share capital of the Company in issue from time to time,

B Shareholder means a holder of any B Ordinary Share(s) from time to time,

B Shareholder Restricted List means a list of 5 persons as may be provided by the B Shareholder to the Board,

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

Companies Acts has the meaning given to it in the Act,

C Ordinary Shares means the C ordinary shares of £0.01 each in the share capital of the Company in issue from time to time,

Deferred Shares means all the deferred shares in the share capital of the Company in issue from time to time and a holder of Deferred Shares shall be referred to as a "**Deferred Shareholder**",

Effective Termination Date means the date on which the Employee's employment or consultancy terminates,

Eligible Director means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

Employee means an individual who is employed by or who provides consultancy services to, the Company or any member of the Group,

First Voting Threshold means 50% of the voting rights attaching to the Shares,

Group means the Company and its subsidiary undertaking(s) (if any) from time to time and references to **Group Company** and **members of the Group** shall be construed accordingly,

Hurdle means Net Proceeds of an amount equal to (1) the number of Shares (other than the Deferred Shares) in issue and subject to option, warrant or other convertible security upon a Share Sale, Asset Sale, Listing or liquidation, reduction of capital, or other return of assets (as the case may be) multiplied by (2) a price per Share (other than the Deferred Shares) of £3.45,

Issue Price means the price at which a Share is issued including any share premium,

Key Management Shareholder means Michiel Bakker,

Listing the successful application and admission of all or any of the shares in the capital of the Company, or securities representing such shares (including American depositary receipts, American depositary shares and/or other instruments to the Official List of the UK Listing Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of the Nasdaq Stock Market Inc., or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000 (as amended))),

Market Value has the meaning given to it in Article 8.2.2,

Net Proceeds means on a return of assets on a liquidation, reduction of capital, or otherwise means the assets of the Company remaining after payment of its liabilities, or on a Share Sale, means the proceeds of such sale (net of any costs associated with such Sale), or on an Asset Sale, means the proceeds of such Asset Sale (after payment of the Company's liabilities, including any costs associated with such Asset Sale), or in the case of a Listing, the Pre-New Money Valuation,

Ordinary Shares means the ordinary shares of £0.01 each in the share capital of the Company in issue from time to time,

Permitted Transferee means a recipient of shares pursuant to Article 7,

Pre-New Money Valuation means the result of multiplying the total number of Shares (excluding any Deferred Shares) in issue immediately after the Listing (but excluding any new Shares (excluding any Deferred Shares) issued upon the Listing) by the subscription price per share (including any premium) in respect of new Shares (excluding any Deferred Shares) issued at the time of the Listing,

Proposed Buyer means a person referred to in Article 12.1.1 or Article 12.1.2 as a potential buyer of Shares under Article 12,

Proposed Sale means any of the transactions contemplated in Article 12.1.1 and Article 12.1.2,

Second Voting Threshold: means 75% of the voting rights attaching to the Shares,

Seller has the meaning given to it in Article 8.1.1,

Share Sale means the transfer (whether through a single transaction or a series of transactions) of Shares as a result of which any person (or persons connected with each other, or persons acting in concert with one another) would hold or acquire beneficial ownership of or over that number of shares in the Company which in aggregate confers 50% or more of the voting rights normally exercisable at general meetings of the Company provided that there shall be no Share Sale as a result of any transfer pursuant to Article 7.1 (*Permitted Transfers*),

Share(s) means any share (of any class) in the capital of the Company from time to time,

Shareholder(s) means a holder of any Share(s) from time to time,

Unvested Shares means the number of C Ordinary Shares that are required (pursuant to Article 27) to be converted into Deferred Shares as a result of an Employee ceasing to be an Employee and as determined in accordance with any vesting schedule determined by the Board and set out in any restricted share agreement entered into between the Company and the relevant Employee,

Valuers means the Auditors unless

- (a) a report on the Market Value is to be made pursuant to a Deemed Transfer Notice and, within 20 business days after the date of the Deemed Transfer Notice, the Seller notifies the Board in writing that it objects to the Auditors making that report, or

- (b) the Auditors give notice to the Company that they decline an instruction to report on Market Value,

when the Valuers shall be a firm of chartered accountants agreed between the Seller and the Board or, in default of agreement within 20 business days after the event referred to in (a) or (b) above, appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of the Seller or the Board, and

Vesting Commencing Date means the date of allotment of the C Ordinary Shares held by the Employee in question

2 2 Construction

2 2 1 In these Articles, unless otherwise specified or the context otherwise requires

- (a) words importing the singular only shall include the plural and vice versa,
- (b) words importing the whole shall be treated as including a reference to any part,
- (c) words importing any gender shall include all other genders,
- (d) reference to any provision of law is a reference to that provision as modified or re-enacted from time to time,
- (e) reference to any statutory provision is a reference to any subordinate legislation made under that provision from time to time,
- (f) reference to any legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to the English legal term

2 2 2 Headings used in these Articles are for reference only and shall not affect the construction or interpretation of these Articles

2 2 3 Unless otherwise provided in these Articles any word or expression defined in the Act shall have the same meaning when used in these Articles

2 3 Other references

In these Articles a reference to

2 3 1 **Articles** are references to provisions of these Articles and references to paragraphs are, unless otherwise stated, references to paragraphs of the Articles in which the reference appears,

2 3 2 **business day** means a day, other than a Saturday or a Sunday, on which banks are open for business in London,

2 3 3 the term **connected person** has the meaning attributed to it by Section 1122 Corporation Tax Act 2010 and **connected with** shall be construed accordingly,

- 2 3 4 the term **acting in concert** has the meaning attributed to it at the date of adoption of these Articles by the City Code on Takeovers and Mergers,
- 2 3 5 references to **employees** shall also be deemed to include references to consultants, and references to contracts of employment and to commencement or cessation of employment shall be deemed to include contracts for consultancy and commencement or cessation of consultancy,
- 2 3 6 a **person** includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established),
- 2 3 7 a **subsidiary** means a subsidiary as defined in section 1159 and Schedule 6 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee,
- 2 3 8 a **holding company** means a holding company as defined in section 1159 and Schedule 6 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee, and
- 2 3 9 **in writing** or **written** includes faxes and any non-transitory form of visible reproduction or words but excludes electronic mail and text messaging via a mobile phone

2 4 **Transfer of Shares**

A reference in these Articles to the transfer of any Share shall mean the transfer of either or both of the legal and beneficial ownership in and rights attaching to such Share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Share and the following shall be deemed (but without limitation) to be a transfer of a Share

- 2 4 1 any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than himself,
- 2 4 2 any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing, and
- 2 4 3 any grant of a legal or equitable mortgage or charge over any Share

2 5 **Bare nominees**

Where any Shares are held by a bare nominee for any person, that person shall be treated for the purposes of these Articles as the Shareholder in respect of those Shares

SHARE CAPITAL

3 SHARE CAPITAL

3 1 The share capital of the Company at the date of adoption of these Articles is divided into

3 1 1 A Ordinary Shares,

3 1 2 B Ordinary Shares,

3 1 3 C Ordinary Shares,

3 1 4 Deferred Shares, and

3 1 5 Ordinary Shares

3 2 Except as otherwise provided in these Articles, the Ordinary Shares, A Ordinary Shares and B Ordinary Shares, C Ordinary Shares and Deferred Shares shall constitute separate classes of Shares for the purposes of the Act, but shall confer upon the holders thereof the same rights and rank *pari passu* in all respects

3 3 Other than the rights set out in Articles 26 1 and 26 3, the C Ordinary Shares and Deferred Shares shall not be entitled to receive dividends or other distributions made to members of the Company either by way of income or a return of capital (whether on liquidation, capital reduction or otherwise)

3 4 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include shares created and/or issued after the date of adoption of these Articles and ranking *pari passu* in all respects with the shares of the relevant class then in issue

3 5 No variation of the rights attaching to any class of Shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of Shares

3 6 To every meeting of holders of a relevant class of Shares to take place pursuant to Article 3 5, all the provisions of these Articles relating to general meetings of the Company and to the proceedings at those meetings shall, with the necessary changes, apply, except that

3 6 1 the necessary quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy not less than 10% in nominal amount of the issued Shares of the class (unless only one person holds issued Shares of the class in which event such quorum shall be one person holding such Shares),

3 6 2 at an adjourned meeting the necessary quorum shall be one person holding Shares of the class or his proxy,

3 6 3 the holders of Shares of the relevant class shall on a poll have one vote in respect of every Share of that class held by them respectively, and

3 6 4 a poll may be demanded by any holder of Shares of the class whether present in person or by proxy

4 ISSUES OF NEW SHARES

4 1 Subject to Articles 4 2, 4 3 and 28, all unissued Shares which the directors propose to offer, allot, issue, grant options over or otherwise deal with or dispose of, shall first be offered to the existing Shareholders at such time in proportion to the total number of Shares (excluding Deferred Shares) held by them respectively and at the proposed issue price

4 2 Each offer shall be made by notice specifying

4 2 1 the total number of Shares being offered,

4 2 2 the proportionate entitlement of the Shareholder to whom the offer is being made, and

4 2 3 the price per Share,

and shall require each Shareholder to state in writing within a period (not being less than 20 business days) specified in the notice (for the purposes of this Article 4, the "Offer Period") whether he is willing to take any and, if so, what number of the said Shares up to his proportionate entitlement

4 3 Shareholders who accept an offer referred to in Article 4 1 shall be entitled to indicate that they would accept, on the same terms, Shares that have not been accepted by other Shareholders (for the purposes of this Article 4, "Excess Shares") and indicating the number of Excess Shares they would be willing to accept

4 4 An offer, if not accepted within the Offer Period as regards any Shares, will be deemed to be declined and the relevant Shares shall be offered to the Shareholders who have, within the Offer Period, indicated that they would accept Excess Shares

4 5 Excess Shares shall be allotted pro rata to the aggregate number of Shares held by Shareholders accepting Excess Shares provided that no such Shareholder shall be allotted more than the maximum number of Excess Shares than such Shareholder has indicated he is willing to accept

4 6 To the extent that any Shares have not been accepted by existing Shareholders pursuant to Articles 4 1 to 4 5, such Shares shall be under the control of the directors, who may offer, allot, grant options over or otherwise deal with or dispose of them to such persons, at such times and on such terms and conditions as the directors may decide provided that no Share may be issued on terms which are more favourable than the terms on which they were offered to the Shareholders

4 7 The pre-emption provisions of Section 561(1) of the Act shall not apply to any allotment of the Company's equity securities

4 8 Notwithstanding the terms of the offer made pursuant to Article 4 1, any Share issued in accordance with this Article 4 to a holder of A Ordinary Shares shall be designated as an A Ordinary Share, any Share issued in accordance with this Article 4 to a holder of B Ordinary Shares shall be designated as a B Ordinary Share and any Share issued in accordance with this Article 4 to a holder of Ordinary Shares shall be designated as an Ordinary Share

4 9 The Company may pay any person a commission in consideration for that person

4 9 1 subscribing, or agreeing to subscribe, for Shares, or

4 9 2 procuring, or agreeing to procure, subscriptions for Shares

4 10 Any commission payable under Article 4 9 may be paid

4 10 1 in cash, or in fully paid or partly paid Shares or other securities, or partly in on way
and partly in another, and

4 10 2 in respect of a conditional or an absolute subscription

5 **ALL SHARES TO BE FULLY PAID UP**

Unless the Company otherwise resolves by ordinary resolution, no Share will be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue

SHARE TRANSFERS

6 **PROHIBITED TRANSFERS**

6 1 No Shareholder may transfer any Shares, other than pursuant to Article 7 (*Permitted Transfers*), Article 8 (*Pre-Emption*), Article 9 (*Compulsory Transfers*) or Article 11 (*Drag Along*) or Article 12 (*Tag Along*), unless otherwise agreed in writing by the A Shareholder and B Shareholder

6 2 The A Shareholder and B Shareholder shall not effect a transfer of any Share except a transfer in accordance with Article 7 (*Permitted Transfers*), Article 8 (*Pre-Emption*), Article 9 (*Compulsory Transfers*), Article 11 (*Drag Along*) or Article 12 (*Tag Along*)

6 3 The A Shareholder shall not be entitled to effect a transfer of any Share to any party on any B Shareholder Restricted List and the B Shareholder shall not be entitled to effect a transfer of any Share to any party on any A Shareholder Restricted List

7 **PERMITTED TRANSFERS**

7 1 **Intragroup transfers**

7 1 1 Any Shareholder which is a body corporate may at any time transfer any Shares held by it to any of its subsidiaries, holding companies or subsidiaries of such holding companies (for the purposes of this Article 7 the "**Permitted Group**")

7 1 2 Where Shares have been transferred under Article 7 1 1 (whether directly or by a series of transfers) from a body corporate (the "**Transferor Company**") to a member of the Permitted Group (the "**Transferee Company**") and subsequently the Transferee Company ceases to be a member of the Permitted Group of the Transferor Company, it shall be the duty of the Transferee Company to give a Transfer Notice immediately in respect of the relevant Shares and in default of giving such Transfer Notice, the Transferee Company shall be deemed to have given such notice on such cessation

7 1 3 For the purposes of Article 7 1 2 the expression the "**relevant Shares**" means and includes (so far as the same remains for the time being held by the transferee company) the Shares originally transferred and any additional Shares issued or transferred to the Transferee Company by virtue of the holding of the relevant Shares or any of them or the membership thereby conferred

7 1 4 The provisions of Article 7 1 2 shall not apply where the relevant transfer takes place pursuant to a scheme of reconstruction or amalgamation under which the Transferor Company is placed in liquidation and the Transferee Company acquires the whole or the major part of its undertaking and assets

7 2 Transfers to be registered by directors

Notwithstanding any other provision of these Articles, a transfer of any Share made pursuant to and in accordance with a Share Sale or Articles 11 (*Drag Along*) and 12 (*Tag Along*) shall be registered by the directors (subject to stamping)

7 3 Transfers approved by the A Director or the B Director

Notwithstanding any other provision of these Articles, a transfer of any Share approved by the A Shareholder and B Shareholder (other than a transfer by the A Shareholder and the B Shareholder) shall be registered by the directors (subject to stamping)

8 PRE-EMPTION

8 1 Service of transfer notice

8 1 1 Except in the case of a transfer pursuant to Article 7 (*Permitted Transfers*), Article 11 (*Drag Along*) or Article 12 (*Tag Along*), a Shareholder who wishes to transfer any Shares (the "**Seller**") shall give notice in writing of such wish to the Company (the "**Transfer Notice**") Each Transfer Notice shall

- (a) relate to one class of Shares only,
- (b) specify the number and class of Shares which the Seller wishes to transfer (the "**Sale Shares**"),
- (c) subject to Article 6 3, specify the identity of any person to whom the Seller wishes to transfer the Sale Shares (the "**Proposed Transferee**"),
- (d) specify the price per Share (the "**Proposed Price**") at which the Seller wishes to transfer the Sale Shares,
- (e) state whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provision of this Article 8 and any Transfer Notice in respect of a transfer of A Ordinary Shares or B Ordinary Shares shall be deemed to be conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provision of this Article 8 ("**Total Transfer Condition**"),
- (f) be deemed to constitute the Company the Seller's agent for the sale of the Sale Shares at the Sale Price (as defined below) in the manner prescribed by these Articles, and
- (g) subject to 8 3, not be varied or cancelled without the consent of the Board

8 2 Determination of Sale Price

The Sale Shares shall be offered for purchase in accordance with this Article 8 at a price per Sale Share (the "**Sale Price**") agreed between the Seller and the Board or, in default of such

agreement by the end of the 20th business day after the date of service of the Transfer Notice, the lower of

8 2 1 the Proposed Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 20th business day,

8 2 2 if the Board or the Seller so elects within that 20 business day period after the date of service of the Transfer Notice, the price per share reported on by the Valuers as their written opinion of the open market value of each Sale Share in accordance with Article 8 12 (the "**Market Value**") as at the date of service of the Transfer Notice in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report, or

8 2 3 in the case of a Deemed Transfer Notice, the price determined pursuant to Article 9 7

8 3 **Right to withdraw**

If the Market Value is reported on by the Valuers under Article 8 2 2 to be less than the Proposed Price, the Seller may revoke the Transfer Notice by written notice given to the Board within the period of 7 business days after the date the Board serves on the Seller the Valuers' written opinion of the Market Value

8 4 **Service of Transfer Notice by the Board**

The Board shall at least 10 business days after and no more than 20 business days after the Sale Price has been agreed or determined give a notice (for the purposes of this Article 8, an "**Offer Notice**") to all Shareholders to whom the Sale Shares are to be offered in accordance with these Articles (whether first or second stage offerees)

8 5 **Offer Notice**

An Offer Notice shall expire 15 business days after its service and shall

8 5 1 specify the Sale Price,

8 5 2 contain the other information set out in the Transfer Notice, and

8 5 3 invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Shares specified by them in their application

8 6 **Offerees**

Sale Shares of a particular class specified in column (1) in the table below shall be offered

8 6 1 in the first instance to all persons in the category set out in the corresponding line in column (2) in the table below, and

8 6 2 to the extent not accepted by persons in column (2), to all persons in the category set out in the corresponding line in column (3) in the table below, (but no Shares shall be treated as offered to the Seller or any other Shareholder who is then bound to give, has given or is deemed to have given a Transfer Notice) and for these purposes a further Offer Notice shall be sent to those persons indicated in column (3) to which the provisions of Article 8 5 shall apply

(1)	(2)	(3)
Class of Sale Shares	First Stage Offer to	Second Stage Offer to
A Ordinary Shares	The B Shareholder	N/A
B Ordinary Shares	The A Shareholder	N/A
C Ordinary Shares, Deferred Shares or Ordinary Shares	The A Shareholder and B Shareholder <i>pro rata</i> to their holdings of such shares	Members holding Ordinary Shares <i>pro rata</i> to their holdings of such shares

8.7 Allocation of Sale Shares

After having gone through the procedure described in Articles 8.4 and 8.6.2 above (or, if earlier, after valid applications being received for all the Sale Shares in accordance with Article 8.6), the Board shall allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles and the Model Articles, save that

- 8.7.1 an application for any Sale Shares that are A Ordinary Shares or B Ordinary Shares shall only be valid if it is for all (but not part only) of such Sale Shares,
- 8.7.2 if there are applications from any class of offerees for more than the number of Sale Shares available for that class of offerees, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Shareholder more Sale Shares than the maximum number applied for by him) to the number of Shares of that class which entitles them to receive such offer then held by them respectively,
- 8.7.3 if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class in such manner as the Board shall think fit, and
- 8.7.4 if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated

8.8 Notice of purchasers

Within 5 business days of the expiry date of the last Offer Notice, the Board shall give notice in writing (a "Sale Notice") to the Seller and to each person to whom Sale Shares have been allocated (each a "Purchaser") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the total price payable for them

8.9 Completion

Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice when the Seller shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares

allocated to that Purchaser, transfer those Sale Shares with full title guarantee free from all encumbrances and deliver the relative share certificates to that Purchaser

8 10 Sale by Seller

The Seller may, during the period of 60 business days commencing 20 business days after the expiry date of the last Offer Notice, but subject to Article 12 4, sell all or any of those Sale Shares for which a Sale Notice has not been given by way of *bona fide* sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee (other than in respect of a transferee on any B Shareholder Restricted List if the Seller is the A Shareholder and other than in respect of a transferee on any A Shareholder Restricted List if the Seller is the B Shareholder) at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with the written consent of all the other Shareholders, to sell only some of the Sale Shares under this Article 8 10

8 11 Failure to transfer by Seller

If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 8

8 11 1 the Board may authorise any person (who shall be deemed to be irrevocably appointed as the agent of that Seller for the purpose) to execute the necessary transfer of such Sale Shares with full title guarantee free from all encumbrances and deliver it on the Seller's behalf,

8 11 2 the Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares,

8 11 3 the Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held,

8 11 4 the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it, and

8 11 5 after the name of the Purchaser has been entered in the register of members in purported exercise of the power conferred by this Article 8 11, the validity of the proceedings shall not be questioned by any person

8 12 Valuer's appointment

Following the determination of the identity of the Valuer (whether the Auditors, a firm of chartered accountants agreed between the Seller and the Board or appointed by the President of the Institute of Chartered Accountants in England and Wales on application of either party), the terms of their appointment shall be agreed by the Board acting as agent for the Seller

8 13 Valuer's role

If instructed to report on their opinion of Market Value under Article 8 2 2 the Valuers shall

8 13 1 act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders (except in the case of manifest error), and

8 13 2 proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the class of Shares of which the Sale Shares forms part, divided by the number of issued Shares then comprised in that class but so that for this purpose the A Ordinary Shares, B Ordinary Shares and Ordinary Shares shall be valued as if they were one and the same class and sold ex dividend taking into account any diminution in value of the Shares that would occur as a result of the Seller no longer being involved in the Company either as an employee, director or shareholder and any other agreements effecting the value of the Shares made between the Seller and other Shareholders from time to time

8 14 Timing of opinion

The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Seller within 20 business days of being requested to do so

8 15 Valuer's fees

The Valuers' fees for reporting on their opinion of the Market Value shall be paid by the Purchaser

8 16 Conversion of Shares

8 16 1 Any A Ordinary Share transferred to a B Shareholder shall (without further authority than is herein contained being necessary) forthwith on such transfer be deemed to have been converted into a B Ordinary Share having all the rights, privileges and restrictions attaching to the B Ordinary Shares

8 16 2 Any B Ordinary Share transferred to an A Shareholder shall (without further authority than is herein contained being necessary) forthwith on such transfer, be deemed to have been converted into an A Ordinary Share having all the rights, privileges and restrictions attaching to the A Ordinary Shares

8 16 3 Any Ordinary Share transferred to an A Shareholder or B Shareholder shall (without further authority than is herein contained being necessary) forthwith on such transfer be deemed to have been converted into an A Ordinary Share or B Ordinary Share (as the case may be) having all the rights, privileges and restrictions attaching to the A Ordinary Shares or B Ordinary Shares (as the case may be)

9 COMPULSORY TRANSFERS

9 1 Transfer Event

In this Article 9, a "Transfer Event" occurs

9 1 1 in relation to a Shareholder if that Shareholder being an individual

- (a) has a bankruptcy order made against that Shareholder or an arrangement or composition is made with that Shareholder's creditors or where that Shareholder otherwise takes the benefit of any statutory provisions for the time being in force for the relief of insolvent debtors, or

- (b) dies, or
- (c) suffers from mental disorder and is admitted to hospital or becomes subject to any court order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,

and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 9, or

9 1 2 in relation to any Shareholder who is a body corporate

- (a) any procedure being commenced with a view to the winding-up or reorganisation of that Shareholder or its holding company (if relevant) (other than for the purpose of a solvent amalgamation or reconstruction which has been approved by the Board, such approval not to be unreasonably withheld or delayed), and that procedure (unless commenced by that Shareholder or its holding company (if relevant), as the case may be) not having been terminated or discharged within 25 business days,
- (b) any procedure being commenced with a view to the appointment of an administrator (including the filing of documents with the court for the appointment of an administrator and the giving of a notice of an intention to appoint an administrator), receiver, administrative receiver or trustee in bankruptcy in relation to that Shareholder or its holding company (if relevant) of all or substantially all of its assets and that procedure (unless commenced by that Shareholder or its holding company (if relevant), as the case may be) not having been terminated or discharged within 25 business days,
- (c) the holder of any security over all or substantially all of the assets of that Shareholder or its holding company (if relevant) taking any step to enforce that security and that enforcement not having been discontinued within 20 business days,
- (d) all or substantially all of the assets of that Shareholder or its holding company (if relevant) being subject to attachment, sequestration, execution or any similar process and that process not having been terminated or discharged within 20 business days,
- (e) that Shareholder or its holding company (if relevant) being unable to pay its debts as they fall due or entering into a composition or arrangement with its creditors or any class of them,
- (f) that Shareholder or its holding company (if relevant) ceasing or threatening to cease wholly or substantially to carry on its business, other than for the purpose of a solvent amalgamation or reconstruction with the prior approval of the other Shareholders (such approval not to be unreasonably withheld or delayed),

and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 9, or

9 1 3 subject to Article 9 7, if a Shareholder who is at any time an employee of, or provides services of a similar nature (whether as a consultant or in some other capacity) to, the Company or a member of the Group

- (a) ceases to hold such employment or provide such services (other than by circumstances falling within Article 9 1 1 and 9 1 2), and
- (b) does not remain or thereupon immediately become an employee of, or provide services to, another member of the Group, and
- (c) within the following twelve months the Board shall resolve that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 9, or

9 1 4 if a Shareholder shall attempt to deal with or dispose of any Share or any interest in it in breach of Article 6 (*Prohibited Transfers*) or otherwise than in accordance with Article 7 (*Permitted Transfers*), Article 8 (*Pre-emption*) and this Article 9 (*Compulsory Transfers*) or in breach of Article 12 (*Tag Along*) or Article 6 (*Prohibited Transfers*) and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 9, or

9 1 5 if a Shareholder acquires Shares pursuant to a right or interest held by such Shareholder in respect of whom any of the events set out in Articles 9 1 1 to 9 1 4 inclusive has occurred and within the twelve month period following such Shares being acquired the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 9

9 2 Deemed transfer notice

Upon the giving of a notification or passing of resolution under Article 9 1 that the same is a Transfer Event the Shareholder in respect of whom it is a Transfer Event (the "**Relevant Shareholder**") and any other Shareholder who has acquired Shares from him under a Permitted Transfer (directly or by means of a series of two or more Permitted Transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by such Shareholder(s) (a "**Deemed Transfer Notice**") save for, in circumstances where he is a Good Leaver (i) any C Ordinary Shares other than Unvested Shares, and (ii) in the case of Michiel Bakker, the 65,548 Shares already registered in his name at the date of adoption of these Articles

9 3 Persons included under Deemed Transfer Notice

For the purpose of Article 9 2 and 9 4, any Shares received by way of rights or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more Permitted Transfers) shall also be treated as included within the Deemed Transfer Notice

9 4 Effect on existing Transfer Notice

A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice

9 5 Disenfranchisement

Notwithstanding any other provision of these Articles, if the Board so resolves in relation to any Shares, any Shareholder holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Shares

9 6 Procedure for sale

The Shares the subject of a Deemed Transfer Notice shall be offered for sale in accordance with Article 8 (*Pre-emption*) as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Seller the person who is deemed to have given the Deemed Transfer Notice save that

9 6 1 subject to Article 9 7, the Sale Price shall be a price per Sale Share agreed between the Seller and the Board or, in default of agreement within 15 business days after the making of the notification or resolution under Article 9 1 that the same is a Transfer Event, the Market Value (ignoring for these purposes only the impact of article 9 5) of such Shares as at the date of the Transfer Event or in the case of a Transfer Event under Article 9 1 5 the date of the earlier event under Article 9 1 1 to 9 1 4 referred to therein (the "**Relevant Date**"),

9 6 2 a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable whether under Article 8 3 or otherwise,

9 6 3 the Seller may retain any Sale Shares for which Purchasers are not found,

9 6 4 the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date, and

9 6 5 Article 11 (*Drag Along*) shall not apply and Article 12 (*Tag Along*) shall not apply

9 7 Sale price

The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within Article 9 1 3 shall

9 7 1 if the Relevant Shareholder is a Good Leaver (as defined in Article 9 9) be their Market Value as at the Relevant Date, and

9 7 2 if the Relevant Shareholder is a Bad Leaver (as defined in Article 9 9) be the subscription price per share paid or deemed to be paid

9 8 Disputes

A dispute as to whether Article 9 1 1 or Article 9 7 2 applies to any Sale Shares shall not affect the validity of a Deemed Transfer Notice

9 9 Definitions

In Articles 9 2, 9 7 and 9 8

9 9 1 **"Good Leaver"** means a Relevant Shareholder who ceases to be an employee of, or to provide services of a similar nature (whether as a consultant or in some other capacity) to, the Company or a member of the Group (other than a person who has been declared bankrupt)

- (a) in circumstances where he has been dismissed from employment or terminated and such dismissal or termination is found to be in breach of his contract of employment or for services by any court, employment tribunal or any appellate body thereof,
- (b) in circumstances where he has been dismissed from employment and such dismissal is found to have been substantively unfair (and for the avoidance of doubt this provision shall not apply to a finding of procedural unfairness only) by any employment tribunal or any appellate body thereof,
- (c) in circumstances where he has resigned from employment and such resignation is found to have amounted to a constructive unfair dismissal (and for the avoidance of doubt this provision shall not apply to a finding of procedural unfairness only) by any employment tribunal or any appellate body thereof,
- (d) as a result of redundancy,
- (e) in the case of Michiel Bakker as a result of ceasing to be a director or an employee of, or consultant to, the Company after the second anniversary of the date of adoption of these articles other than in circumstances warranting summary termination or dismissal,
- (f) where the Board otherwise determines him to be a Good Leaver,

9 9 2 **"Bad Leaver"** refers to any Relevant Shareholder (other than a Good Leaver) who for any reason and in any other circumstances ceases to be an employee of, or to provide services of a similar nature (whether as a consultant or in some other capacity) to, the Company or a member of the Group

9 10 **Date of cessation of office**

For the purpose of Article 9 1 3, the date upon which a Shareholder ceases to hold office as an employee shall

9 10 1 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 dismissal or unfair dismissal (other than for procedural irregularity)), be the date of that notice,

9 10 2 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 so to do), be the date of expiry of that notice or, if later, the date (if any) for the termination expressly stated in such notice or, if earlier, the date on which, as a result, of such notice, the Company requires the employee to take garden leave or otherwise pays him in lieu of his notice, in each case, in accordance with the terms of his contract of employment,

- 9 10 3 subject to Article 9 10 1 and 9 10 2 where an employer or employee wrongfully 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,
- 9 10 4 where a contract of employment is terminated under the doctrine of frustration, be the date of the frustrating event, and
- 9 10 5 where a contract of employment is terminated for any reason other than in the circumstances set out in Article 9 10 1 to 9 10 4 (inclusive) be the date on which the action or event giving rise to the termination occurs

9 11 **Permitted transfers**

Once a Deemed Transfer Notice shall under these Articles be deemed to have been served in respect of any Share then, except as approved by the A Shareholder and B Shareholder no permitted transfer under Article 7 (*Permitted Transfers*) may be made in respect of such Share unless and until an Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 8 (*Pre-emption*) shall have expired without such allocation

9 12 **Contrary agreement**

The provisions of this Article 9 shall be subject to any agreement in writing to the contrary made between the A Shareholder and the B Shareholder

10 **COMPLIANCE**

10 1 **Furnishing of information**

For the purpose of ensuring compliance with the transfer provisions of these Articles, the Company may require any Relevant Shareholder or other Shareholder to procure that

- 10 1 1 he, or
- 10 1 2 any proposed transferee, or
- 10 1 3 such other person as is reasonably believed to have information and/or evidence relevant to such purpose,

provides to the Company any information and/or evidence relevant to such purpose and until such information and/or evidence is provided the Company shall refuse to register any relevant transfer

10 2 **Appointment of agent**

Each Shareholder hereby irrevocably appoints the Company as his agent (with the power to appoint any member of the Board as a substitute and to delegate to that substitute all or any powers hereby conferred, other than this power of substitution, as if he had been originally appointed by this Article) to give effect to the provisions of these Articles

11 DRAG ALONG

11.1 Drag Along Option

If at any time, the holders of such number of Ordinary Shares and C Ordinary Shares (the **Selling Shareholders**) as will entitle the A Shareholders and B Shareholders (the **Majority Shareholders**) either alone or together to hold at least 75% of the nominal value of the Company's then fully diluted issued share capital for the time being (a "**Qualifying Offer**"), wish or are required to transfer their interest in the Shares (the **Sellers' Shares**) to one or more of the Majority Shareholders ("**Purchasing Majority Shareholder(s)**"), the Selling Shareholders and each of the Purchasing Majority Shareholders shall have the option (the **Drag Along Option**) to require all the other holders of Shares (the "**Other Shareholders**") to sell and transfer all their Shares to the Purchasing Majority Shareholder(s)

11.2 Obligation to accept Qualifying Offer

The Selling Shareholders and each of the Purchasing Majority Shareholders may exercise the Drag Along Option by giving written notice to that effect (a "**Drag Along Notice**") to the Other Shareholders and the Other Shareholders shall (provided the Selling Shareholders transfer the Sellers' Shares to the Purchasing Majority Shareholder(s))

11.2.1 become bound to transfer the Shares held by them pursuant to this Article with full title guarantee free from all encumbrances, and

11.2.2 execute all such documents and do all such acts on things which are necessary to transfer their Shares to the Purchasing Majority Shareholder(s) in accordance with these Articles

11.3 Drag Along Notice

11.3.1 A Drag Along Notice shall specify that the Other Shareholders are required to transfer all their Shares (the "**Called Shares**") pursuant to this Article, the Purchasing Majority Shareholder(s) to whom they are to be transferred (as pro-rated between the Purchasing Majority Shareholder(s) in proportion to the total number of Shares held by them respectively), the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article) and the proposed date of transfer

11.3.2 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Purchasing Majority Shareholder(s) within 45 business days after the date of service of the Drag Along Notice. The Selling Shareholders and each of the Purchasing Majority Shareholders shall be entitled to serve a further Drag Along Notice following the lapse of any particular Drag Along Notice

11.4 Consideration

The consideration (in cash) for which the Other Shareholders shall be obliged to sell each of the Called Shares shall be the higher of the

11.4.1 price per share payable by the Purchasing Majority Shareholder(s) for the Sellers' Shares, and

11.4.2 the market value as determined in accordance with Article 11.9

11 5 Terms

No Drag Along Notice may require any Other Shareholder to agree to any terms save those specifically provided for in this Article

11 6 Completion Date

Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless

11 6 1 all of the Other Shareholders and the Selling Shareholders agree otherwise,

11 6 2 the consideration is not able to be determined by such date where it shall be deferred until the third day after such determination, or

11 6 3 that date is less than 3 business days after the Drag Along Notice where it shall be deferred until the third day after the Drag Along Notice ¹

11 7 Appointment of agent

Each of the Other Shareholders shall, on service of the Drag Along Notice, be deemed to have irrevocably appointed each of the Selling Shareholders or Purchasing Majority Shareholders (as the case may be) severally to be his agent to execute all such documents and do all such acts or things which are necessary to transfer his Shares to the Purchasing Majority Shareholder(s)

11 8 Pre-emption

The provisions of this Article 11 shall prevail over any contrary provisions of these Articles including rights of pre-emption and other restrictions contained in these Articles which shall not apply on any sale and transfer of Shares to the Purchasing Majority Shareholder(s) Any Transfer Notice or Deemed Transfer Notice served in respect of any Shares shall automatically be revoked by the service of a Drag Along Notice

11 9 Market Value

11 9 1 Following the determination of the identity of the Valuer (whether the Auditors, a firm of chartered accountants agreed between the Selling Shareholders and the Board or appointed by the President of the Institute of Chartered Accountants in England and Wales on application of either party), the terms of their appointment shall be agreed by the Board acting as agent for the Other Shareholders

11 9 2 If instructed to report on their opinion of Market Value under Article 11 9 1 the Valuers shall

(a) act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders (except in the case of manifest error), and

(b) proceed on the basis that the open market value of each of the Sellers' Shares shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the class of Shares of which

¹ CRS Note This will need to align with the timing of the completion of the Options in the SHA

the Called Shares forms part, divided by the number of issued Shares then comprised in that class but so that for this purpose the A Ordinary Shares, B Ordinary Shares and Ordinary Shares shall be valued as if they were one and the same class and sold ex dividend but not taking into account any agreements effecting the value of the Shares made between the Selling Shareholders and the Other Shareholders from time to time

11 9 3 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the Board and to the Selling Shareholders within 20 business days of being requested to do so

11 9 4 The Valuers' fees for reporting on their opinion of the Market Value shall be paid by the Company

12 TAG ALONG

12 1 Sale of Shares by Minority Shareholders

If any Shareholders (the **Proposed Sellers**) wish or are required to sell their Shares

12 1 1 to the A Shareholder and/or B Shareholder which would result in the A Shareholders and B Shareholders together holding 75% of the nominal value of the Company's then fully diluted issued share capital for the time being, or

12 1 2 to any person (not including the A Shareholder or a B Shareholder) which would result in that person, alone or with persons connected to it, holding at least 50% of the nominal value of the Company's then fully diluted issued share capital for the time being,

the Proposed Sale will not be effective unless before the transfer is lodged for registration the Proposed Buyer(s) have made a bona fide unconditional offer in accordance with Article 12 2 to

12 1 3 all the other Shareholders including an A Shareholder or B Shareholder that is not a Proposed Buyer (the **Minority Shareholders**) to purchase all of the Shares held by them, and

12 1 4 the holders of any existing options to acquire Shares (granted by the Company or under any share option arrangements established by the Company) (the **Option holders**) that are already capable of exercise or that are expected to become capable of exercise before completion of the Proposed Sale, to purchase any Shares acquired on the exercise of options at any time before completion of the Proposed Sale,

at the Proposed Sale Price (as defined in Article 12 3) and otherwise on the same terms as those agreed for the Proposed Sale

12 2 Notice of proposed sale

An offer made under Article 12 1 shall be in writing, open for acceptance for at least 20 business days (the **Tag Along Notice**) and shall be deemed to be rejected by any Minority Shareholder and/or Option holder who has not accepted it in accordance with its terms within

the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 20 business days of the date of the offer ²

12 3 **Proposed Sale Price**

For the purposes of this Article "**Proposed Sale Price**" shall mean a price per share at least equal to the higher of

12 3 1 the highest price at which it is intended that the Proposed Buyer(s) pay for Shares as part of the Proposed Sale, and

12 3 2 the Market Value as determined in accordance with Article 11 9 mutatis mutandis as if the Minority Shareholders were the Other Shareholders and the Proposed Sellers were the Selling Shareholders

12 4 **Tag Along by A Shareholder or B Shareholder**

If following a pre-emption process set out in Article 8, an A Shareholder or B Shareholder (the **Investor Shareholder**) wishes to sell their Shares pursuant to Article 8 10 (the **Investor Sale**), the proposed Investor Sale will not be effective unless before the transfer is lodged for registration the proposed transferee has made a bona fide unconditional offer in accordance with Article 12 5 to the non-selling Investor Shareholder (the **Remaining Shareholder**) to purchase all of the Shares held by them at the same price per share as the Sale Shares and otherwise on the same terms as those agreed for the Sale Shares

12 5 **Notice of proposed sale**

An offer made under Article 12 4 shall be in writing, open for acceptance for at least 20 business days and shall be deemed to be rejected by the Remaining Shareholder who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 20 business days of the date of the offer

13 **PURCHASE OF OWN SHARES**

13 1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of the Act, up to an aggregate purchase price in a financial year of the lower of

13 1 1 £15,000, and

13 1 2 the nominal value of 5% of its fully paid share capital as at the beginning of the financial year

13 2 The Company shall immediately cancel any Shares acquired under Part 18 of the Act

SHAREHOLDER MEETINGS

² CRS Note This will need to align with the timing of the completion of the Options in the SHA

14 PROCEEDINGS OF SHAREHOLDERS

14 1 Quorum

14 1 1 No business shall be transacted at any general meeting (other than as set out in Articles 14 1 2) unless a quorum of Shareholders is present at the time when the meeting proceeds to business and for its duration

14 1 2 Two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation, of which one shall be a holder of, or proxy for, or a duly authorised representative of, the A Shareholder (if any) and one shall be a holder of, or proxy for, or a duly authorised representative of the B Shareholder (if any), shall be a quorum

14 2 Voting

14 2 1 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

14 2 2 A poll may be demanded by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

14 2 3 Model Article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Article

14 2 4 At a general meeting, on a show of hands every member present in person shall have one vote, and on a poll every member present in person or by proxy shall have one vote for each share of which he is the holder, except that on a resolution under section 168 of the Act for the removal of

(a) an A Director, the A Shareholder shall have in aggregate one vote more than the aggregate number of votes of all other Shareholders, and/or

(b) a B Director, the B Shareholder shall have in aggregate one vote more than the aggregate number of votes of all other Shareholders

14 3 Delivery of proxies

The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the Board must be delivered to the registered office of the Company not less than 48 hours before the time appointed for the holding of the meeting or to the place of the meeting at any time before the time appointed for the holding of the meeting

DIRECTORS

15 NUMBER OF DIRECTORS

The number of directors (including the A Directors and B Directors but excluding alternate directors) shall be six

16 AMENDMENTS TO MODEL ARTICLES IN RESPECT OF APPOINTMENT AND REMOVAL OF DIRECTORS

16 1 Model Article 17(1) shall be modified by the inclusion, at the end of that Model Article, of the words "provided that the appointment does not cause the number of directors to exceed the maximum number set out in Article 15 of these Articles"

16 2 Model Article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a director

16 2 1 he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other directors resolve that he cease to be a director,

16 2 2 save in the case of an A Director or B Director, a majority of the other directors resolve that he cease to be a director, and

16 2 3 in the case of an executive Director only, he shall cease to be employed by the Company or other Group Company (as appropriate) and does not continue as an employee of any other Group Company

17 ALTERNATE DIRECTORS

17 1 Appointment of alternate directors

A director (other than an alternate director) may appoint any other director to be an alternate director and may remove from office an alternate director so appointed

17 2 Alternate to count in quorum

A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum

17 3 Right of alternate to vote and count in quorum

Any director who is appointed an alternate director shall be entitled to vote at a meeting of the Board on behalf of the director so appointing him in addition to being entitled to vote in his own capacity as a director and shall also be considered as two directors for the purpose of making a quorum of directors unless he is the only individual present

18 PROCEEDINGS OF DIRECTORS

18 1 Quorum

18 1 1 Subject to Article 18 1 2, the quorum for the transaction of business of the Board shall be two directors one of whom must be an A Director and one of whom must be an B Director unless

(a) the A Director and B Director or A Shareholder and B Shareholder have previously agreed otherwise in writing, or

(b) there is no A Director or B Director (as applicable) in office at the time

18 1 2 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 business days (or if that day is not a business day to the next business day

thereafter) at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those directors present will constitute a quorum.

18.2 Chairman

Whilst and so long as the A Shareholder and B Shareholder hold Shares which have aggregate voting rights of equal to or more than the First Voting Threshold, the A Shareholder and B Shareholder shall together have the right to appoint the chairman of the Board from among the Directors and to remove from the office of chairman any person so appointed. The chairman shall not have a casting vote.

18.3 Notice of and Telephonic board meetings

18.3.1 Not less than five business days' notice of any Board meeting shall be given (or such shorter notice as is agreed by all persons entitled to attend such board meeting) and at the time of notice furnish each director (in electronic format if required) with an agenda for the relevant meeting together with all relevant papers for discussion and promptly after each Board meeting (or any committee meeting) circulate minutes.

18.3.2 Any Director or alternate director may validly participate in a meeting of the Board or any committee through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote.

18.3.3 Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of directors is not physically present in the same place.

18.3.4 Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

18.4 Decisions of directors

18.4.1 Any decision of the directors must be a majority decision.

18.4.2 Any decision of the directors must be taken at a meeting of the directors in accordance with these Articles or in the form of a directors' written resolution.

18.4.3 An A Director or B Director may from time to time and at any time by notice served on the Company call general meetings of the Company, as and when he, in his absolute discretion, sees fit and, forthwith upon service, the Company shall convene a general meeting to be held as soon as practicable thereafter (and in any event within 20 business days).

18 5 Resolutions in writing

18 5 1 A resolution executed by all the Eligible Directors, or by all the members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held

18 5 2 For the purposes of this Article 18 5

- (a) a resolution shall consist of one or more written instruments (including faxes) or one or more electronic communications sent to an address specified for the purpose by the secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect,
- (b) a written instrument is executed when the person executing it signs it,
- (c) an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the secretary shall prescribe,
- (d) the directors, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication,
- (e) a resolution shall be effective when the secretary certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 18 5, and
- (f) if no secretary is appointed, the chairman shall perform the functions of the secretary under this Article 18 5

19 A DIRECTORS AND B DIRECTORS

19 1 Right to appoint Directors

19 1 1 Whilst and so long as the A Shareholder and B Shareholder hold Shares which have aggregate voting rights of equal to or less than the First Voting Threshold

- (a) The A Shareholder (whilst and so long as it owns Shares) shall have the right, exercisable in accordance with the Articles, from time to time to appoint one (1) individual willing to act as a Director and to appoint any person to be an alternate for any such Director in accordance with the Articles and to remove from office any individual so appointed
- (b) The B Shareholder (whilst and so long as it owns Shares) shall have the right, exercisable in accordance with the Articles, from time to time to appoint one (1) individual willing to act as a Director and to appoint any person to be an alternate for any such Director in accordance with the Articles and to remove from office any individual so appointed

19 1 2 Whilst and so long as the A Shareholder and B Shareholder hold Shares which have aggregate voting rights of more than the First Voting Threshold, the A Shareholder and B Shareholder shall have the right, exercisable in accordance

with the Articles, from time to time to appoint between them (and proportionate to their shareholding and where the split in the number of A Directors and B Directors is not a whole number, the number of Directors to be appointed by the A Shareholder and B Shareholder shall be rounded up in favour of the Shareholder with a larger proportion of Shares) up to four (4) individuals willing to act as Directors and to appoint any person to be an alternate for any such Directors in accordance with the Articles and to remove from office any individual so appointed

- 19 1 3 Whilst and so long as the A Shareholder and B Shareholder hold Shares which have aggregate voting rights of equal to or more than the Second Voting Threshold, the A Shareholder and B Shareholder shall have the right, exercisable in accordance with the Articles, from time to time to appoint between them (and proportionate to their shareholding and where the split in the number of A Directors and B Directors is not a whole number, the number of Directors to be appointed by the A Shareholder and B Shareholder shall be rounded up in favour of the Shareholder with a larger proportion of Shares) up to six (6) individuals willing to act as Directors and to appoint any person to be an alternate for any such Directors in accordance with the Articles and to remove from office any individual so appointed

19 2 Mechanics of appointment or removal

- 19 2 1 Any appointment or removal of an A Director or B Director shall be in writing served on the Company signed by the appointing Shareholder and shall take effect at the time it is served on the Company or (if later) the date expressly stated therein, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative
- 19 2 2 Upon receipt of a notice served pursuant to Article 19 2 1 referable to Article 19 1 2 by the A Shareholder and/or the B Shareholder, all Directors (not being the A Director or B Director) shall immediately retire from office and the retiring Directors shall nominate by notice in writing to the Company ("**Nominating Notice**") up to two of their number (one of whom shall be any such retiring Director who is nominated for re-appointment by IBIS VCT 1 plc (if IBIS VCT 1 plc is a Shareholder at that time)) who shall be re-appointed to the Board upon receipt of such Nominating Notice,
- 19 2 3 Upon receipt of a notice served pursuant to Article 19 2 1 referable to Article 19 1 3 by the A Shareholder and/or the B Shareholder, all remaining Directors (not being the A Director(s) or B Director(s)) shall immediately retire from office,
- 19 2 4 If either the A Shareholder or B Shareholder removes a Director from office in accordance with this Article 19, it shall indemnify the Company against any proceedings, claims, losses and expenses incurred by the Company and arising from or in connection with that Director's removal from office
- 19 2 5 Any Director appointed to the Board in accordance with this Article 19 shall immediately resign as a Director should his appointing Shareholder cease to hold any Shares

20 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- 20 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- 20 2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of the directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- 20 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- 20 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 20 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 20 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

21 DIRECTORS' CONFLICTS

- 21 1 The directors may, in accordance with the requirements set out in this Article 21, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**")
- 21 2 Any authorisation under this Article 21 will be effective only if
 - 21 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
 - 21 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
 - 21 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

- 21 3 Any authorisation of a Conflict under this Article 21 may (whether at the time of giving the authorisation or subsequently)
- 21 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 21 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- 21 3 3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
- 21 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- 21 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise 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 that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- 21 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters
- 21 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 21 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation
- 21 6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in his appointor(s) (or any Permitted Transferee of such appointor(s)) and no authorisation under Article 21 1 shall be necessary in respect of any such interest
- 21 7 An A Director and B Director shall be entitled from time to time to disclose to their appointing Shareholder (and to any Permitted Transferee) such information concerning the business and affairs of the Company as he shall at his discretion see fit
- 21 8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

22 COMMITTEES

22 1 Delegation to committees

The Directors may delegate any of their powers, authorities and discretions for such time and on such terms and conditions as it thinks fit to any committee consisting of one or more directors (including at least one A Director and one B Director)

22 2 Exercise of power by committees

Where a provision of the Articles refers to the exercise of a power, authority or discretion by the board and that power, authority or discretion has been delegated by the board to a committee, the provisions shall be construed as permitting the exercise of the power, authority or discretion by the committee

23 NOTICES

23 1 Delivery of notices

Any notice to be given to the Company pursuant to these Articles shall be sent by post to the registered office of the Company or presented at a meeting of the Board

23 2 Delivery of fax

Any notice to be given pursuant to these Articles may be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender

23 3 Electronic Communications

23 3 1 Without prejudice to Article 48 of the Model Articles, notices and any other communications sent or supplied, by or to Shareholders or Directors under these Articles may be sent or supplied by electronic means as defined in section 1168 of the Act (including via a website, chatroom, extranet, intranet, blog, online social network or forum or other similar mechanism duly notified to such Shareholder or Director or by electronic mail to any email address supplied to the Company, its officers or agents in writing by such Shareholders or Directors)

23 3 2 For the purposes of Article 23 3 1, the Company can assume that any email addresses supplied to the Company, its officers or agents by Shareholders or Directors are up to date and current, and it is the sole responsibility of each Shareholder and Director to update the Company as to any changes in their email addresses, and to ensure that the Company has and uses the correct email address. In this regard, all Shareholders and Directors agree that the Company has no responsibility to any Shareholder or Director who fails to receive any notice or other communication as a result of the Shareholder or Director failing to comply with this Article 23 3 2

23 3 3 When any notice or communication is sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, an email shall be sent to Shareholders to inform them of the existence of the notice or communication made on such website, chatroom, internet, intranet,

extranet, blog, online social network or forum, or other similar mechanism in accordance with Schedule 5 of the Act

23 3 4 Any notice or communication sent by means of a website, chatroom, internet, intranet, extranet, blog, online social network or forum, or other similar mechanism, shall be deemed to have been served on the intended recipient when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website, and any notice or communication sent by electronic mail or fax shall be deemed to be delivered at the time it was sent and shall be deemed to have been received 24 hours after its transmission

23 3 5 The Company's obligation to send or supply any notice or communication to Shareholders or Directors is satisfied when the Company transmits an electronic message and the Company is not responsible for a failure in transmission beyond its control

23 3 6 Each Shareholder and Director shall, for the purposes of paragraph 6 and paragraph 9 of Schedule 5 of the Act, be deemed to have agreed to accept notices or communications from the Company in electronic form, and to them being made available on a website, by providing a copy of his email address and expressly consenting to that email address being used for the purpose of receiving notices or communications from the Company in electronic form, and to the Company making information available on a website

24 INDEMNITY

Subject to the provisions of and so far as may be consistent with the Act, every Director, Secretary or other officer of the Company or an associated company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office

25 INSURANCE

Subject to the provisions of and so far as may be consistent with the Act, the Board shall have the power to purchase and maintain for any director or other officer (other than auditors) insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company

26 CAPITAL

26 1 The Net Proceeds shall be distributed as follows

26 1 1 first a total of £1 00 shall be distributed to the holders of the Deferred Shares, if any, for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares),

26 1 2 secondly the remaining Net Proceeds up to and including the Hurdle shall be distributed to the holders of the Shares (excluding the C Ordinary Shares and Deferred Shares) in proportion to the number of Shares (excluding any C Ordinary Shares and Deferred Shares) held by them respectively, and

- 26 1 3 thirdly the remaining Net Proceeds in excess of the Hurdle shall be distributed to each of the holders of the Shares (excluding the Deferred Shares) in proportion to the number of Shares (excluding the Deferred Shares) held by them respectively
- 26 2 Immediately prior to but conditionally upon the completion of a Listing
 - 26 2 1 if the Pre-New Money Valuation in respect of such Listing is equal to or greater than the Hurdle, all of the C Ordinary Shares shall be automatically converted into and redesignated as Ordinary Shares at the rate of one Ordinary Share for every such C Ordinary Share,
 - 26 2 2 if the Pre-New Money Valuation in respect of such Listing is less than the Hurdle, all of the C Ordinary Shares shall be automatically converted into and redesignated as Deferred Shares at the rate of one Deferred Share for every such C Ordinary Share
- 26 3 Subject to the Act, any Deferred Shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s)
- 26 4 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to
 - 26 4 1 appoint any person as agent for the holder to execute any transfer (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise), and/or
 - 26 4 2 give, on behalf of such holder, consent to the cancellation of such Deferred Shares, and/or
 - 26 4 3 purchase such Deferred Shares in accordance with the Act,
 - in any such case (i) for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s) and (ii) with the Company having authority pending such transfer, cancellation and/or purchase to retain the certificates (if any) in respect thereof,
- 26 5 Subject to Article 6, no C Ordinary Share or Deferred Share may be transferred without the prior consent of the Board,
- 26 6 The C Ordinary Shares shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company
- 26 7 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company

27 **DEPARTING EMPLOYEES**

27 1 Unless the Board including the A Director and the B Director determine that this Article 27 1 shall not apply, if an Employee ceases to be an Employee at any time, the following number of C Ordinary Shares relating to such Employee shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each C Ordinary Share held) on the Effective Termination Date (rounded down to the nearest whole share)

27 1 1 if the Employee ceases to be an Employee by reason of being a Bad Leaver, all the C Ordinary Shares relating to such Employee, or

27 1 2 if the Employee ceases to be an Employee by reason of being a Good Leaver, the number of Unvested Shares relating to such Employee

27 2 Upon such conversion into Deferred Shares, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Employee (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the shares certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the C Ordinary Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining C Ordinary Shares

28 **BONUS ISSUE**

28 1 Subject to these articles and the Act and with the consent of the A Shareholder and the B Shareholder, the directors may

28 1 1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and

28 1 2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the A Shareholder and/or the B Shareholder on a non pro rata basis, to be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the person entitled,

and the directors may make such arrangements as they think fit to deal with shares becoming distributable in fractions under this Article 28

28 2 The pre-emption provisions of Section 561(1) of the Act and those contained in Article 4 shall not apply to any allotment pursuant to this Article 28

28 3 In accordance with section 551 of the Act and for the purposes of Article 28 1 2, the Directors are generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount equal to the capitalised sum provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date being five years from the date of adoption of these Articles save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired