

**COMPANY NUMBER: 08632552**

**THE COMPANIES ACT 2006**

**PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**ATOM BANK PLC**

**(formerly named Crossco (1337) plc)**

**(Adopted by Special Resolution on 2 September 2022)**

**TUESDAY**



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**11/10/2022**

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**COMPANIES HOUSE**

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## 1 DEFINITIONS AND INTERPRETATION

### Exclusion of other regulations

- 1.1 No regulations set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies including (without limitation) the regulations contained in the Companies (Model Articles) Regulations 2008 shall apply as the regulations or Articles of the Company, unless expressly referred to herein.

### Definitions

- 1.2 In these Articles unless the context otherwise requires:

**A Issue Date** the date on which the A Shares (or any of them) are first issued.

**A Shareholder** means a holder of A Shares.

**A Shareholder Majority** means the holder(s) for the time being of in aggregate not less than 75% in nominal value of the A Shares then in issue.

**A Shares** means the A ordinary shares of £0.00001 each in the capital of the Company.

**Act** means the Companies Act 2006, including any statutory modification, replacement or re-enactment thereof from time to time in force.

**acting in concert** has the meaning given to it in the Code.

**Additional Excess Votes** shall bear the meaning ascribed thereto in Article 14.4.

**Anti-Dilution Period** means the period from the A Issue Date to the Conversion Date (both dates inclusive).

**Anti-Dilution Shares** shall bear the meaning ascribed thereto in Article 2.3.

**Anti-Dilution Trigger** means the earlier of:

- (a) completion of a Dilutive Issue where the aggregate subscription amount pursuant to that specific Dilutive Issue is £40 million or more;
- (b) the date on which a Dilutive Takeover becomes an Unconditional Takeover;
- (c) completion of a Dilutive Quotation; and
- (d) the first anniversary of the A Issue Date.

**App** means the application designed for mobile devices developed by the Company including its design, construction, functionality, purpose, development plans, potential and objectives.

**Applicable Percentage** means:

- (a) in respect of BBVA, 35% of the total number of Ordinary Shares in issue from time to time;

	(b) in respect of Tosca, 27% of the total number of Ordinary Shares in issue from time to time; and
	(c) in respect of Schroders, 16% of the total number of Ordinary Shares in issue from time to time.
<b>Articles</b>	means these articles of association of the Company.
<b>AT Shares</b>	the 1,100,000 Ordinary Shares legally and beneficially owned by Anthony Thomson at the Original Adoption Date.
<b>auditors</b>	means the auditors for the time being of the Company or, in the case of joint auditors, any one of them.
<b>Average Issue Price</b>	<p>means an amount equal to <math>X \div Y</math>, where:</p> <p>X = the total aggregate subscription price for all Equity Shares issued pursuant to a Dilutive Issue during the Anti-Dilution Period (which in the event of any Equity Shares issued pursuant to a Dilutive Issue for non-cash consideration, shall be the total consideration independently valued in accordance with section 593 of the Act; and</p> <p>Y = the total number of Equity Shares issued pursuant to a Dilutive Issue during the Anti-Dilution Period.</p>
<b>BBSS</b>	means the Build the Bank Share Scheme.
<b>BBVA</b>	means Banco Bilbao Vizcaya Argentaria, S.A..
<b>BBVA Director</b>	shall bear the meaning ascribed thereto in Article 17.2.
<b>BBVA Member of the Committee</b>	shall bear the meaning ascribed thereto in Article 22.12.
<b>BBVA Shareholders</b>	means, to the extent that they hold any Equity Shares, BBVA and its Related Corporate Transferees, any persons acting in concert with any of them, and any of their connected persons.
<b>Board</b>	means the board of Directors from time to time of the Company acting either by the Directors present at a board meeting of the Directors (or a duly appointed committee thereof) at which a quorum is present or under the provisions of Article 22.11.
<b>Bridge Price</b>	means the issue price of each A Share, being £0.60 per A Share.
<b>Business Day</b>	means a weekday (not including Saturday) on which banks are open for normal business in England and in Madrid.
<b>Claw Back Event</b>	means a claw back event as such term is used in the rules of any of the Share Plans.
<b>clear days</b>	in relation to the period of a notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect.
<b>Code</b>	means the City Code on Takeovers and Mergers.
<b>company</b>	includes any body corporate.

<b>Company</b>	means Atom Bank plc (registered number 8632552).
<b>communication</b>	shall have the meaning ascribed thereto in the Electronic Communications Act 2000.
<b>Connected Person</b>	means, in relation to a person, any person connected with such person (as if he were a Director) within the meaning of sections 252 to 255 of the Act.
<b>Conversion Date</b>	has the meaning given in Article 2.8.
<b>Corporate Group</b>	in relation to any body corporate Shareholder (including, for the avoidance of doubt, BBVA, Schroders and Tosca), that Shareholder and its associated companies from time to time.
<b>CRD IV</b>	comprising the Capital Requirements Directive (2013/36/EU) and the Capital Requirements Regulation (575/2013) including any modification, replacement or re-enactment thereof from time to time in force.
<b>Deemed Sale Notice</b>	has the meaning given in Article 9.17.1.
<b>Deemed Sale Price</b>	means the price for the transfer of Ordinary Shares pursuant to a Deemed Sale Notice determined in accordance with Article 9.17.4.
<b>Delayed Shares</b>	the number of Investors Additional Subscription Shares in respect of which allotment and issue is delayed in accordance with Article 3.2.4(b) and/or Article 3.2.4(c)
<b>Dilutive Issue</b>	shall bear the meaning ascribed thereto in Article 2.3.1.
<b>Dilutive Price</b>	means: <ul style="list-style-type: none"><li>(a) where the Anti-Dilution Trigger is a Dilutive Takeover which becomes an Unconditional Takeover, the Dilutive Takeover Price;</li><li>(b) where the Anti-Dilution Trigger is completion of a Dilutive Quotation, the Dilutive Quotation Price; and</li><li>(c) where the Anti-Dilution Trigger is neither a Dilutive Takeover nor a Dilutive Quotation, the Average Issue Price.</li></ul>
<b>Dilutive Quotation</b>	shall bear the meaning ascribed thereto in Article 2.3.3.
<b>Dilutive Quotation Price</b>	in respect of a Dilutive Quotation, the price (per Ordinary Share) at which the Ordinary Shares are admitted to trading.
<b>Dilutive Takeover</b>	shall bear the meaning ascribed thereto in Article 2.3.2.
<b>Dilutive Takeover Price</b>	shall bear the meaning ascribed thereto in Article 2.3.2.
<b>Dilutive Transaction</b>	a Dilutive Issue, a Dilutive Quotation or a Dilutive Takeover which becomes an Unconditional Takeover (as applicable).
<b>Directors</b>	means the directors of the Company for the time being.

<b>Disclosure Notice</b>	shall bear the meaning ascribed thereto in Article 10.1.
<b>electronic communication</b>	shall have the meaning ascribed thereto in the Electronic Communications Act 2000.
<b>electronic facility</b>	includes, without limitation, website addresses and conference call systems, and any device, system, procedure, method or other facility whatsoever providing an electronic means of attendance at or participation in (or both attendance at and participation in) a general meeting determined by the Board pursuant to Article 11.12.
<b>Eligible Shareholders</b>	Ordinary Shareholders or A Shareholders other than the Seller (as the context requires).
<b>Employee Trust</b>	means any trust established to enable or facilitate the holding of Ordinary Shares by, or for the benefit of, all or most of the bona fide employees of any Group Company.
<b>Encumbrance</b>	means mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of agreement or arrangement having similar effect.
<b>Equity Shareholder</b>	means a holder of Ordinary Shares and/or A Shares (and <b>Equity Shareholders</b> shall be construed accordingly).
<b>Equity Shares</b>	means Ordinary Shares and A Shares (and <b>Equity Share</b> means any Ordinary Share or A Share).
<b>Excess Pre-Emption Offer</b>	shall bear the meaning ascribed thereto in Article 3.1.5.
<b>Excess Pre-Emption Offeror</b>	shall bear the meaning ascribed thereto in Article 3.1.5.
<b>Excess Pre-Emption Shares</b>	means any new Equity Shares offered pursuant to Articles 3.1.1 and 3.1.2 which are not taken up during the acceptance period referred to in Article 3.1.2 by the Shareholder to which the offer in respect of such Equity Shares was made.
<b>Forfeiture Notice</b>	shall bear the meaning ascribed thereto in Article 8.1.
<b>Family Member</b>	means, in relation to a Relevant Employee, his spouse and/or any one or more of his children (including step-children).
<b>Family Trust</b>	means, in relation to a Relevant Employee, a trust or settlement set up wholly for the benefit of that person and/or his Family Members.
<b>FCA</b>	means the Financial Conduct Authority or its successor from time to time.
<b>Founders</b>	the beneficial owners of the Founder Shares at the Original Adoption Date and <b>Founder</b> being any one of them.
<b>Founder Shares</b>	each Ordinary Share issued on 14 March 2014 other than those Ordinary Shares issued at that time which are beneficially owned by Anthony Thomson, Paul Hanks, Nigel Gilbert or Gary Hockey-

	Morley until such time as any such shares cease to be beneficially owned by a Founder or any of their Related Persons.
<b>FSMA</b>	means the Financial Services and Markets Act 2000.
<b>Group</b>	means, in relation to any company, that company and any body corporate that is a parent undertaking or subsidiary undertaking of that company or a subsidiary undertaking of any such parent undertaking (save that, for the purpose of this definition, the Company and any other Group Company shall be deemed not to be a member of the same Group as any Shareholder) and, for the purposes of this definition, an unincorporated association shall be deemed to be a body corporate.
<b>Group Company</b>	means any of the Company and its subsidiary undertakings for the time being.
<b>holder</b>	in relation to shares means the member whose name is entered in the register of members as the holder of the shares.
<b>Investors</b>	means BBVA, Schroders and Tosca (each being an <b>Investor</b> ).
<b>Investors Additional Subscription Shares</b>	shall bear the meaning ascribed thereto in Article 3.2.2.
<b>Launch or Launch Date</b>	means the commencement of the commercial operations of the Company upon the launch of the App in the ios App Store, being 6 April 2016.
<b>Law</b>	means all civil and common law, statute, subordinate legislation, treaty, regulations, directive, decision, by-law, ordinance, code, order, decree, injunction or judgment of any government, quasi-government, statutory, administrative or regulatory body, court or agency.
<b>lien notice</b>	shall bear the meaning ascribed thereto in Article 6.2.
<b>Minimum Transfer Condition</b>	shall bear the meaning ascribed thereto in Article 9.5.
<b>Non-Voting Equity Shares</b>	shall bear the meaning ascribed thereto in Article 14.2.
<b>Non-Voting Period</b>	shall bear the meaning ascribed thereto in Article 14.2.
<b>Offer</b>	shall bear the meaning ascribed thereto in Article 3.1.2.
<b>Offer Price</b>	shall bear the meaning ascribed thereto in Article 3.1.2.
<b>office</b>	means the registered office of the Company for the time being.
<b>Option Shares</b>	means any Ordinary Shares issued by the Company pursuant to the exercise of options granted by the Company under the Company's Annual Performance Share Scheme on or after the A Issue Date.
<b>Ordinary Shareholder</b>	means a holder of Ordinary Shares.
<b>Ordinary Shares</b>	means the ordinary shares of £0.00001 each in the capital of the Company.

<b>Original Adoption Date</b>	means 19 March 2014.
<b>paid up</b>	means paid up or credited as paid up.
<b>Permitted Transfer</b>	means any transfer of Ordinary Shares or A Shares carried out in accordance with Article 9.16.
<b>PRA</b>	means the Prudential Regulation Authority.
<b>Quotation</b>	means the admission of the whole of any class of the issued share capital of the Company to the Official List of the FCA and to trading on the London Stock Exchange's market for listed securities or to trading on AIM, a market operated by the London Stock Exchange or to any other stock exchange in or outside the United Kingdom.
<b>register</b>	means the register of Shareholders of the Company.
<b>Related Corporate Transferees</b>	<p>in relation to any body corporate who is a Shareholder (including, for the avoidance of doubt, BBVA, Schrodgers and Tosca):</p> <ul style="list-style-type: none"><li>(a) any member for the time being of its Corporate Group;</li><li>(b) any body corporate or other entity controlled by that Shareholder or another member of its Corporate Group or any investment manager or adviser of that Shareholder and/or member or which immediately following the transfer of the Equity Shares concerned will be such a body corporate;</li><li>(c) any investment fund or trust or partnership or mandate controlled or managed or advised (in an investment adviser capacity) or promoted by (i) that Shareholder or (ii) another member of its Corporate Group or (iii) any investment manager or advisor of that Shareholder and/or any such Group member;</li><li>(d) any trustee or manager or beneficiary or shareholder or partner or investor or unitholder or other participant in or of that Shareholder or any investment fund or trust or partnership or mandate referred to in paragraph (c) above;</li><li>(e) any directors or employees of that Shareholder or a member of its Corporate Group or any trust or carried interest or similar partnership in which they or any of them participate; or</li><li>(f) a nominee or custodian for any of the above.</li></ul>
<b>Related Investment Fund</b>	<p>means in relation to any Shareholder:</p> <ul style="list-style-type: none"><li>(a) any partnership (whether or not limited) of which any Shareholder is general partner, manager or adviser;</li><li>(b) any unit trust, fund or other collective investment scheme for the purposes of s285 FSMA (or which would constitute such a scheme if it did not fall within an exemption or exclusion to that section), whether a body corporate or</li></ul>



otherwise, of which any Shareholder is trustee, manager, adviser or general partner;

- (c) any unit trust, partnership or fund (whether a body corporate or otherwise and including any pension or life assurance fund) the managers or trustees of which are advised by any Shareholder;
- (d) any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Shareholder;
- (e) any nominee or trustee of any Shareholder or any person falling within (a) to (d) above; or
- (f) any person or firm (whether or not incorporated) which is the successor in title to, or in whom is vested, or by whom responsibility is assumed for the whole or a substantial part of the functions, assets and liabilities of any Shareholder.

**Related Persons**

means:

- (a) in relation to a body corporate, any member of the same Group as such body corporate;
- (b) in relation to an individual, the spouse or children of such individual and the trustees of any trust, the sole beneficiaries of which are such individual and/or his spouse and/or his children; and
- (c) in relation to any trust, the beneficiaries of such trust.

**Relevant Employee**

means:

- (a) an employee of the Company or any other Group Company; or
- (b) a director of the Company or any other Group Company.

**Relevant Takeover Offer**

means an offer (including an offer effected by means of a scheme of arrangement and in either case including an offer governed by the Code), for all or part of any class of Shares (other than an offer solely for A Shares), but excluding for the avoidance of doubt a scheme of arrangement the purpose of which is to give the Company a new holding company, whose shareholders and their respective shareholdings immediately after the scheme becoming effective are identical to the Shareholders and their respective shareholdings in the Company immediately prior to the scheme becoming effective.

**Required Majority**

means, in circumstances where an offeror's notice is given under Article 9.18.1, the holders of such number of Ordinary Shares as are, when added to the number of Ordinary Shares held by the offeror, equal to at least 75% of the total number of Ordinary Shares in issue for the time being.

**Sale Notice**

shall bear the meaning ascribed thereto in Article 9.11.

<b>Sale Price</b>	shall bear the meaning ascribed thereto in Article 9.4.3.
<b>Sale Shares</b>	shall bear the meaning ascribed thereto in Article 9.4.1.
<b>Schroders</b>	means Schroder UK Public Private Trust PLC.
<b>Schroders Director</b>	shall bear the meaning ascribed thereto in Article 17.4.
<b>seal</b>	means the common seal of the Company or any official seal that the Company may be permitted to have under the Act.
<b>Seller</b>	shall bear the meaning ascribed thereto in Article 9.4.
<b>secretary</b>	means the person appointed secretary of the Company from time to time.
<b>Shareholder</b>	in relation to any Shares means the member whose name is entered in the register as the holder of those Shares and <b>Shareholders</b> means the Shareholders from time to time in the Company.
<b>Shareholder Communication</b>	means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons.
<b>Share Plans</b>	means the Build the Bank Share Scheme, Annual Performance Share Scheme and Long Term Incentive Share Scheme and any other employee' share incentive scheme or employees' share option scheme that may be approved by the Company from time to time.
<b>Shares</b>	means the Ordinary Shares, the A Shares, and any other class of share issued from time to time by the Company.
<b>Significant Shareholders</b>	means each of the Shareholders who holds not less than 10% of all the Equity Shares in issue for the time being (but excluding any such Shareholder who has served a Transfer Notice pursuant to Article 9.4 to the extent that the sale of Shares pursuant to such Transfer Notice would result in the relevant Shareholder ceasing to own at least 10% of all the Equity Shares then in issue), and <b>Significant Shareholder</b> shall be construed accordingly.
<b>Situational Conflict</b>	means a direct or indirect interest of a Director within the meaning of section 175 of the Act which conflicts or may potentially conflict with the interests of the Company (other than a Transactional Conflict or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest) For these purposes a conflict of interest shall include a conflict of interest and duty and a conflict of duties.
<b>Statutes</b>	means the Act and every other statute (including any orders, regulations or other subordinate legislation made under them) for the time being in force concerning companies and affecting the Company (including, without limitation, the Electronic Communications Act 2000).
<b>Subscribing Shareholders</b>	shall bear the meaning ascribed thereto in Article 3.1.3.

<b>subsidiary, subsidiary undertaking, parent undertaking and wholly owned subsidiary</b>	shall each have the meaning ascribed thereto by the Act.
<b>Takeover Offer</b>	means an offer (including an offer effected by means of a scheme of arrangement and in either case including an offer governed by the Code), for all or part of any class of Shares.
<b>Tosca</b>	means the funds managed by Toscafund Asset Management LLP, including but not limited to, Tosca Proton LP, Tosca Opportunity, Tosca Mid Cap and The Pegasus Fund Limited.
<b>Tosca Director</b>	shall bear the meaning ascribed thereto in Article 17.6.
<b>Tosca Shareholders</b>	means, to the extent that they hold Equity Shares, Tosca and its Related Corporate Transferees, any persons acting in concert with any of them, and any of their connected persons.
<b>Transactional Conflict</b>	means a direct or indirect conflict of interest of a Director within the meaning of section 177 of the Act which arises in relation to an existing or proposed transaction or arrangement with the Company.
<b>Transfer Notice</b>	shall bear the meaning ascribed thereto in Article 9.4.
<b>Transferee Letter</b>	means a letter duly executed by the proposed transferee of Shares setting out the terms and conditions under which the relevant Shares are transferred, in the form provided to Shareholders by the Company from time to time.
<b>Triggering Allotment</b>	shall bear the meaning ascribed thereto in Article 3.2.
<b>Unconditional Takeover</b>	a Relevant Takeover Offer which: <ul style="list-style-type: none"> <li>(a) becomes or is declared wholly unconditional; or</li> <li>(b) if implemented by way of scheme of arrangement, becomes effective in accordance with its terms.</li> </ul>
<b>Variation of Share Capital</b>	any consolidation, sub-division or reduction of capital affecting the equity share capital of the Company (within the meaning of the Act), but excluding always any capitalisation occurring pursuant to Articles 2.3 to 2.5.
<b>Winding-Up</b>	means a liquidation of the Company.
1.3	References to a document being executed include references to it being executed (and, where applicable, delivered) under hand or under seal or as a deed or by any other method.
1.4	References to <b>writing</b> include references to any method of representing or reproducing words in a legible and non-transitory form, whether sent or supplied in electronic form or otherwise.
1.5	Words or expressions to which a particular meaning is given by the Act in force when these Articles or any part of these Articles are adopted bear (save as otherwise provided in these Articles) the same meaning in these Articles or that part (as the case may be).
1.6	References to a <b>meeting</b> :

- 1.6.1 shall mean a meeting convened and held in any manner permitted by these Articles, including without limitation a general meeting at which some (or to the extent permitted by Law, all) of those entitled to be present attend and participate by means of electronic facility or facilities, and such persons shall be deemed to be present at that meeting for all purposes of the Act and these Articles, and **attend, participate, attending, participating, attendance and participation** shall be construed accordingly; and
- 1.6.2 shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.
- 1.7 References to a person's **participation** in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly appointed representative) to speak, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Act or these Articles to be made available at the meeting, and **participate and participating** in the business of a general meeting shall be construed accordingly.
- 1.8 Nothing in these Articles precludes the holding and conducting of a general meeting in such a way that persons who are not present together at the same place or places may by electronic means attend and participate in it.
- 1.9 References to statutes, bye-laws, regulations and delegated legislation include any statute, bye-law, regulation or delegated legislation (whether made before or after the date of adoption of these Articles) modifying, re-enacting, extending, consolidating or made pursuant to the same or pursuant to which the same is made.
- 1.10 References to a **person** include a natural person, a body corporate, a partnership, an unincorporated association, a corporation, a government or state (or any department, agency or emanation thereof), in each case incorporated or based or established in any territory.
- 1.11 Headings are included only for convenience and shall not affect meaning.
- 1.12 For the purpose of determining the percentage of Shares held by a corporate Shareholder, members of the same Group shall be deemed to be a single Shareholder holding all the Shares held by such members.
- 1.13 Words importing the masculine gender include the feminine and the neuter and vice versa.

## **2 LIMITED LIABILITY, SHARE RIGHTS AND REGISTERED OFFICE**

### **Limited Liability**

- 2.1 The liability of the members is limited.

### **Share capital**

- 2.2 Save as specified to the contrary in these Articles, the Ordinary Shares and the A Shares will rank *pari passu* in all respects, but will constitute separate classes of Shares.

### **Economic anti-dilution rights attached to A Shares**

- 2.3 If, during the Anti-Dilution Period:
- 2.3.1 new Shares (other than the A Shares issued on the A Issue Date, any Anti-Dilution Shares, Shares issued pursuant to any share options granted prior to the A Issue Date, or Option Shares) are issued by the Company at a price per Share that is less than the Bridge Price (a **Dilutive Issue**) (which in the event that a new Share is not issued solely for cash, shall be the price per Share independently valued in accordance with section 593 of the Act); or

2.3.2 there is an Unconditional Takeover at a price per Share that is less than the Bridge Price (a **Dilutive Takeover**) (which, in the event that the Relevant Takeover Offer is not solely for cash, shall be calculated based on: (i) for any non-cash consideration consisting of unquoted securities, the price certified by an independent chartered accountant (acting as an expert and not as arbitrator) nominated by the Company, as being in the accountant's opinion the cash value of the unquoted securities; and (ii) for any non-cash consideration consisting of quoted securities, the closing middle-market price of the relevant security on the relevant exchange on the business day immediately prior to the beginning of the offer period)) (the **Dilutive Takeover Price**); or

2.3.3 there is a Quotation of the Ordinary Shares where the Ordinary Shares are admitted to trading at a price per Share that is less than the Bridge Price (a **Dilutive Quotation**),

then the Company shall, on the occurrence of the Anti-Dilution Trigger and subject always to Article 2.4, allot and issue to each A Shareholder such number of new Ordinary Shares (the **Anti-Dilution Shares**) determined by applying the following formula (and rounding the product, **N**, down to the nearest whole share):

$$N = ((A \times B) \div P) - A$$

where:

2.3.4 **A** = the number of A Shares held by the relevant A Shareholder immediately prior to the occurrence of the Anti-Dilution Trigger;

2.3.5 **B** = the Bridge Price, subject to adjustment in accordance with Article 2.6;

2.3.6 **D** = the Dilutive Price;

2.3.7 **N** = the number of Anti-Dilution Shares to be issued to the relevant A Shareholder as a result of the relevant Dilutive Transaction(s); and

2.3.8 **P** =  $0.85 \times D$ .

2.4 No Anti-Dilution Shares shall be allotted to any A Shareholder to the extent that the allotment of Anti-Dilution Shares to that A Shareholder (the **Affected Shareholder**) would (taking into account any Anti-Dilution Shares to be issued to that Affected Shareholder (or any person(s) acting in concert with them) trigger a mandatory obligation for that Affected Shareholder to make a general offer to the Shareholders in respect of the share capital of the Company pursuant to Rule 9 of the Code. In such circumstances, the Company shall allot to each Affected Shareholder one Anti-Dilution Share less than the number of Anti-Dilution Shares which would require that Affected Shareholder to make a general offer to the Shareholders in respect of the share capital of the Company pursuant to Rule 9 of the Code.

2.5 The Anti-Dilution Shares shall:

2.5.1 be paid up (at par value) by the capitalisation of available reserves of the Company; and

2.5.2 rank equally in all respects with the existing Ordinary Shares.

2.6 No Variation of Share Capital shall take place during the Anti-Dilution Period, unless:

2.6.1 the Bridge Price; and

2.6.2 the number of Ordinary Shares that each A Share may be converted into pursuant to Article 2.8,

shall have been adjusted on such basis as agreed by the Company and an A Shareholder Majority.

- 2.7 No A Shareholder shall be entitled to waive their right to (or otherwise refuse) an allotment of Anti-Dilution Shares pursuant to this Article 2, save that an A Shareholder may, waive their right to the allotment and/or issue of those Anti-Dilution Shares to which they would otherwise be entitled as a consequence of the allotment and issue of Ordinary Shares pursuant to share options granted under the Company's Annual Performance Share Scheme.

#### **Conversion of A Shares**

- 2.8 Each A Share shall automatically be converted and redesignated as one Ordinary Share:

2.8.1 immediately following the occurrence of an Anti-Dilution Trigger; or

2.8.2 immediately prior to a Quotation which is not a Dilutive Quotation,

(the **Conversion Date**).

- 2.9 As soon as practicable following conversion of any A Share into an Ordinary Share, the holder of each A Share so converted shall deposit his share certificate(s) in respect of the A Shares (or an indemnity for lost share certificate in customary form) to the registered office of the Company.
- 2.10 As soon as practicable and in any case within two (2) calendar months of the Conversion Date, and receipt by the Company of the share certificate(s) (or indemnity as applicable) referred to in Article 2.9, the Company will deliver to the relevant member(s) a certificate for the Ordinary Shares arising from such conversion.
- 2.11 Ordinary Shares arising from any conversion of A Shares shall rank equally between themselves and form one class with all other fully paid Ordinary Shares in issue.

#### **Alteration of share capital**

- 2.12 Subject as provided in these Articles and any rights conferred on the holders of any class of shares, the Company may from time to time by ordinary resolution alter its share capital in accordance with the Act.

#### **Fractions**

- 2.13 Where Shareholders would become entitled to fractions of a Share, the Board may deal with the fractions as it thinks fit.

#### **Reduction of capital**

- 2.14 Subject to the provisions of the Act, any rules issued by the PRA from time to time, CRD IV and to any rights conferred on the holders of any class of Shares, the Company may in any way, by special resolution, reduce its share capital (provided that any reduction of a class of Shares is effected rateably between the holders of such class), any capital redemption reserve and any share premium account or other undistributable reserve.

#### **Purchase of own Shares**

- 2.15 Every contract for the purchase of, or under which the Company may become entitled or obliged to purchase, Shares shall be authorised by such resolution of the Company as may be required by the Act and by a special resolution or resolutions passed at a separate general meeting or meetings of the holders of each class of Shares (if any) which at the date on which the contract is authorised by the Company in general meeting entitle them, either immediately or at any time later on, to convert all or any of the Shares of that class held by them into equity share capital of the Company. Neither the Company nor the Board shall be required to select the Shares to be purchased rateably or in any other particular manner as between the holders of Shares of the

same class or as between them and the holders of Shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of Shares.

#### **Registered Office**

- 2.16 The Company's registered office is to be situated in England and Wales.

#### **Costs of accountants**

- 2.17 The costs of any accountant engaged under Article 2.3 shall be borne by the Company.

### **3 ISSUE OF NEW SHARES**

#### **3.1 Pro Rata issues**

- 3.1.1 Any Equity Shares hereafter to be allotted and issued shall before allotment be offered for subscription in the first instance to the Shareholders in proportion (as nearly as may be without involving fractions) to the nominal amount of all Equity Shares then held by them respectively provided that no such Shareholder shall be obliged to take more than the number of Equity Shares in respect of which he accepted the offer.
- 3.1.2 Any such offer as aforesaid (the **Offer**) shall be made by notice in writing specifying the number of Equity Shares offered and the price at which the same are offered (the **Offer Price**) and shall remain open for acceptance for a period of not less than 7 days (the **Offer Period**). Any Offer not accepted within the specified Offer Period will be deemed to be declined. Acceptance shall be by notice in writing to the Company specifying the number of Equity Shares in respect of which the Shareholder accepts the Offer, accompanied by a remittance for the aggregate subscription amount based on the Offer Price.
- 3.1.3 As soon as practicable following the end of the Offer Period, the Board shall offer (the **Excess Offer**) those Shareholders who have exercised their pre-emption right under Articles 3.1.1 and 3.1.2 in accordance with their pro-rata proportion (in full) (the **Subscribing Shareholders**) the opportunity to subscribe for Excess Pre-Emption Shares (if any) at the Offer Price.
- 3.1.4 The Excess Offer shall:
- (a) specify the number of Excess Pre-Emption Shares; and
  - (b) remain open for 7 days (the **Excess Offer Period**).
- 3.1.5 Within the Excess Offer Period, a Subscribing Shareholder (being an **Excess Pre-Emption Offeror**) may by notice in writing to the Company offer to acquire some or all of the Excess Pre-Emption Shares (an **Excess Pre-Emption Offer**). Any such notice shall specify the number of Excess Pre-Emption Shares which the Subscribing Shareholder is offering to acquire.
- 3.1.6 If Excess Pre-Emption Offers are received for a number of Excess Pre-Emption Shares in excess of the total number of Excess Pre-Emption Shares:
- (a) each Excess Pre-Emption Offeror shall subscribe for the lesser of:
    - (i) the number of Excess Pre-Emption Shares as shall be equal (as nearly as may be) to its pro-rata proportion of the aggregate shareholding of the Excess Pre-Emption Offerors who made an Excess Pre-Emption Offer (disregarding any new Equity Shares offered, accepted and/or allocated pursuant to Articles 3.1.1 and 3.1.2); and

- (ii) the number of Excess Pre-Emption Shares specified in its Excess Pre-Emption Offer; and
  - (b) if, following the procedure prescribed under Article 3.1.6(a), any Excess Pre-Emption Shares remain unallocated (the **Unallocated Excess Pre-Emption Shares**), the Board may allot and issue the Unallocated Excess Pre-Emption Shares at the Offer Price to such Excess Pre-Emption Offerors in such proportions as it in its absolute discretion sees fit; provided that no Excess Pre-Emption Offeror shall, without its prior written consent, be obliged to take more than the number of Excess Pre-Emption Shares specified in its Excess Pre-Emption Offer.
- 3.1.7 If Excess Pre-Emption Offers are received for a number of Excess Pre-Emption Shares below the total number of Excess Pre-Emption Shares:
- (a) each Pre-Emption Offeror shall subscribe for the number of Excess Pre-Emption Shares specified in its Excess Pre-Emption Offer; and
  - (b) the remaining Excess Pre-Emption Shares for which no offer has been made by the Excess Pre-Emption Offerors may be offered by the Board, at any time up to 120 Business Days after the expiration of the Offer Period, at such price (not being less than the Offer Price), on such terms (not being more favourable than the terms of the Offer) and in such manner and to such persons as the Directors may think fit, subject to these Articles and any legal requirement applicable to such allotment by the Company.
- 3.1.8 The foregoing provisions of this Article 3.1 shall not apply:
- (a) to the allotment of the Investors Additional Subscription Shares;
  - (b) to an allotment of Equity Shares that are, or are to be, wholly or partly paid up otherwise than in cash;
  - (c) to the grant of options under any share option scheme which has been approved by the Board or the allotment and issue of Ordinary Shares pursuant to the exercise of any such options;
  - (d) to the allotment and issue of Equity Shares by way of bonus issue;
  - (e) the allotment and issue of Ordinary Shares pursuant to Articles 2.3, 2.4 and/or 2.5; or
  - (f) where the Company is prohibited by Law from offering or allotting shares to any person.
- 3.1.9 Subject, where applicable, to the provisions of this Article 3.1, the Directors are hereby generally and unconditionally authorised pursuant to and in accordance with section 551 of the Act to exercise for the period commencing on and with effect from the date of adoption of these Articles and ending on the day immediately prior to the fifth anniversary of the date of adoption of these Articles all powers of the Company to allot Equity Shares or to grant rights to subscribe for or to convert any security Equity Shares (**Rights**) up to the aggregate nominal amount of £2,500 PROVIDED THAT the authority hereby conferred shall allow the Directors to make an offer or agreement before the expiry of such authority which would or might require Shares to be allotted or Rights to be granted after such expiry as if the power conferred hereby had not expired. The authority granted by this Article 3.1.9 shall revoke and replace any existing authorisation granted to the Directors to allot Shares or to grant Rights in accordance with section 551 of the Act.



- 3.1.10 In accordance with section 570 of the Act the Directors are hereby empowered for the period commencing on and with effect from the date of adoption of these Articles and ending on the day immediately prior to the fifth anniversary of the date of adoption of these Articles to allot Equity Shares and/or to grant Rights pursuant to the authority granted in Article 3.1.9 and in accordance with the provisions of Articles 3.1.1 to 3.1.8 (inclusive) as if sub-section (1) of section 561 of the Act did not apply at any time or times. The authority granted by this Article 3.1.10 shall revoke any existing authorisation granted to the Directors to allot Shares or to grant Rights as if Articles 3.1.1 to 3.1.7 (inclusive) did not apply.

### 3.2 Subscriptions relating to the BBSS

If the Company allots new Ordinary Shares from time to time pursuant to the BBSS (a **Triggering Allotment**):

- 3.2.1 The Company shall notify each Investor of such Triggering Allotment:
- (a) within 5 Business Days of such Triggering Allotment if the Ordinary Shares held by any Investor as a result of such Triggering Allotment is below that Investor's Applicable Percentage; or
  - (b) no later than the third Business Day in April of each year, if the Ordinary Shares held by each Investor as a result of such Triggering Allotment is at or above that Investor's Applicable Percentage.
- 3.2.2 Each Investor shall have the right to subscribe for up to the number of new Ordinary Shares as would enable that Investor to maintain on a fully diluted basis its shareholding immediately prior to such Triggering Allotment (**Investors Additional Subscription Shares**), but ignoring for these purposes any new Ordinary Shares issued or to be issued to any other Investor pursuant to this Article 3.2 as a result of such Triggering Allotment, on the following terms:
- (a) the number of Investors Additional Subscription Shares to which each Investor is entitled in respect of any Triggering Allotment shall be calculated by reference to the issued share capital of the Company immediately following such Triggering Allotment (but ignoring for these purposes any other new Ordinary Shares issued simultaneously with the allotment of the new Ordinary Shares which constitute the Triggering Allotment), and shall not be affected by any subsequent change in the shareholding of that Investor;
  - (b) each Investor shall serve written notice on the Company informing the Company of its wish to subscribe for the Investors Additional Subscription Shares within 15 Business Days of receipt of the notice from the Company referred to in Article 3.2.1; and
  - (c) each Investor shall be entitled to subscribe in cash for the Investors Additional Subscription Shares at £1 per new Ordinary Share.
- 3.2.3 The Investors Additional Subscription Shares shall rank pari passu with the existing issued Ordinary Shares and shall, subject to Article 3.2.4, be simultaneously allotted and issued fully paid and free from any Encumbrance on the earlier of:
- (a) 5 Business Days after the receipt of the last of the notices referred to in Article 3.2.2(b) from the Investors; or
  - (b) 5 Business Days after the end of the period referred to in Article 3.2.2(b).
- 3.2.4 The allotment and issue of Investors Additional Subscription Shares to an Investor (the **Delaying Investor**) may be delayed (in whole or in part):

- (a) to such later date and/or in such proportions as may be agreed in writing between such Delaying Investor and the Company, provided that a delay pursuant to this Article 3.2.4(a) shall not be permitted to the extent it would otherwise require any of the other Investors (as a result of the allotment and issuance of the Investors Additional Subscription Shares to such other Investors) to:
    - (i) make a notification or application under Part XII of the FSMA; or
    - (ii) make a general offer to the Shareholders in accordance with the Code; and/or
  - (b) until such Delaying Investor has made all necessary notifications and applications (and received all necessary consents and approvals in respect thereof) under Part XII of the FSMA, provided that this Article 3.2.4(b) shall only permit the delay of the allotment and issue of such number of Investors Additional Subscription Shares as cannot be lawfully allotted and issued to such Delaying Investor without either the Delaying Investor and/or the Company being in contravention of Part XII of the FSMA; and/or
  - (c) until such Delaying Investor has been granted a specific waiver from the obligation that such Delaying Investor would otherwise have to make a general offer to the Shareholders (in respect of the share capital of the Company on the basis of Rule 9 of the Code) as a result of its subscription for such Investors Additional Subscription Shares, provided that this Article 3.2.4(c) shall only permit the delay of the allotment and issue of such number of Investors Additional Subscription Shares as cannot be allotted and issued to such Delaying Investor without that Delaying Investor being mandatorily required to make a general offer to the Shareholders in accordance with Rule 9 of the Code as a result of such subscription.
- 3.2.5 In the event that an Investor subscribes for Investors Additional Subscription Shares pursuant to this Article 3.2, but the allotment and issue of Investors Additional Subscription Shares is delayed (in whole or in part) pursuant to Article 3.2.4(b) and/or Article 3.2.4(c), the Delaying Investor shall, at any time prior to the allotment and issue of such Delayed Shares to it, be entitled to, by notice to the Company (a **Reduction Notice**), reduce (in whole or in part) the number of Delayed Shares subscribed for by it pursuant to the notice to subscribe for Investors Additional Subscription Shares served by it under Article 3.2.2.
- 3.2.6 A Reduction Notice served pursuant to Article 3.2.5 shall be irrevocable. Following the service of a Reduction Notice pursuant to Article 3.2.5 (and, where applicable, the allotment and issue of Delayed Shares in accordance with that Reduction Notice), the Delaying Investor shall have no further entitlement to subscribe for Investors Additional Subscription Shares as a result of the relevant Triggering Allotment.
- 3.2.7 In the event of conflict between the provisions of Article 3.2.4, the Directors may in their absolute discretion determine the timing and method of allotment and issue of Ordinary Shares under Article 3.2.4 to ensure that no such allotment or issue of Ordinary Shares:
- (a) is made in contravention of Part XII of the FSMA; and/or
  - (b) (unless with the written consent of the applicable Investor) results in an Investor being required to make a general offer to the Shareholders in accordance with the Code.

### **Rights attached to Shares**

- 3.3 Subject to the provisions of the Act and to any rights conferred on the holders of any other Shares, any Share may be issued with or have attached to it such rights and restrictions as the

Company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may decide.

#### **Redeemable Shares**

- 3.4 Subject to the provisions of the Act and these Articles and to any rights conferred on the Shareholders, any Share may be issued which is to be redeemed, or is to be liable to be redeemed at the option of the Company or the Shareholder, on such terms and in such manner as may be determined by the Board (such terms to be determined before the shares are allotted).

#### **Variation of rights**

- 3.5 Subject to the provisions of the Act, all or any of the rights for the time being attached to any class of Shares for the time being issued may from time to time (whether or not the Company is being wound up) be varied with the consent in writing of the holders of not less than three-fourths in nominal value of the issued Shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of that class of Shares. All the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply to any such separate general meeting, but so that the necessary quorum shall be a person or persons holding or representing by proxy not less than one-third in nominal value of the issued Shares of the class, that every holder of Shares of the class shall be entitled on a poll to one vote for every Share of the class held by him, that any holder of Shares of the class present in person or by proxy may demand a poll and that at any adjourned meeting of the holders one holder present in person or by proxy (whatever the number of Shares held by him) shall be a quorum.

#### **Pari passu issues**

- 3.6 The rights conferred upon the holders of any Shares shall not, unless otherwise expressly provided in the rights attaching to those Shares, be deemed to be varied by the creation or issue of further Shares ranking pari passu (save as to the date from which such new Shares shall rank for dividend) with those already issued or by anything done by the Company pursuant to Article 2.15.

#### **Unissued Shares**

- 3.7 Subject to the provisions of the Act and these Articles, the unissued Shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms as the Board may decide.

#### **Payment of commission**

- 3.8 The Company may in connection with the issue of any Shares exercise all powers of paying commission and brokerage conferred or permitted by the Act.

#### **Trusts not recognised**

- 3.9 The Company will only be bound by, or recognise, a current and absolute right to whole Shares. The fact that any Share, or any part of a Share, may not be owned outright by the registered owner, for example if a Share is held on any kind of trust, is not of any concern to the Company (even when the Company has notice of it).
- 3.10 The only exception to Article 3.9 is for any right which:
- 3.10.1 is expressly given by these Articles;
  - 3.10.2 is required by the Statutes; or
  - 3.10.3 the Company otherwise has a legal duty to recognise.

#### 4 REGISTRATION

- 4.1 Save to the extent provided by this Article 4 and save for any purported transfer which is made otherwise than in accordance with the procedures described in these Articles, the Board shall register a transfer of Shares.
- 4.2 The instrument of transfer of a Share may be in any usual form or in any other form which the Board may approve.
- 4.3 The instrument of transfer of a Share shall be executed by or on behalf of the transferor and (in the case of a partly paid share) by or on behalf of the transferee. The transferor shall be deemed to remain the Shareholder until the name of the transferee is entered in the register.
- 4.4 The Board may, in its absolute discretion, and without assigning any reason therefor, refuse to register any transfer of Shares all or any of which are not fully paid.
- 4.5 The Board may also refuse to register any transfer of Shares:
- 4.5.1 unless the instrument of transfer is lodged (duly stamped if the Act so requires) at the office or at such other place as the Board may appoint, accompanied by the certificate for the Shares to which it relates and such other evidence (if any) as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so) provided that, in the case of a transfer by a recognised person where a certificate has not been issued in respect of the Share, the lodgment of share certificates shall not be necessary;
  - 4.5.2 unless the instrument of transfer is in respect of only one class of Share;
  - 4.5.3 in the case of a transfer to joint holders, unless they do not exceed four in number;
  - 4.5.4 where the transfer might result in violation of any securities laws in any applicable jurisdictions;
  - 4.5.5 prior to Quotation, unless the instrument of transfer in respect of any Equity Shares is accompanied by a Transferee Letter duly executed by the transferee;
  - 4.5.6 if the Board believes such transfer will adversely affect the Company's ability to have any restriction on its activities removed in a timely manner;
  - 4.5.7 if the transferee is required to comply with section 178 FSMA and has not provided evidence to the Board that it has done so; or
  - 4.5.8 if it would breach Part XII FSMA.
- 4.6 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuses to register (except in the case of fraud) shall be returned to the person lodging it when notice of the refusal is given.
- 4.7 If the Board refuses to register a transfer, it shall within two months after the date on which the instrument of transfer was lodged with the Company send to the transferee notice of, together with the reasons for, the refusal.
- 4.8 No fee shall be payable to the Company for the registration of any transfer or any other document relating to or affecting the title to any share or for making any entry in the register affecting the title to any share.
- 4.9 Nothing in these Articles shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

- 4.10 The Board may also decline to register a transfer of Shares if those Shares represent not less than 0.25% by number of their class and there has been a failure to comply with a notice requiring disclosure of interests in the Shares (in accordance Article 10) unless the Shareholder has not, and proves that no other person has, failed to supply the required information. Such refusal may continue until the failure has been remedied, but the Board shall not decline to register:
- 4.10.1 a transfer in connection with a bona fide sale of the beneficial interest in any Shares to any person who is unconnected with the Shareholder and with any other person appearing to be interested in the Share;
  - 4.10.2 a transfer pursuant to the acceptance of an offer made to all of the Company's Shareholders or all the Shareholders of a particular class to acquire all or a proportion of the Shares or the Shares of a particular class; or
  - 4.10.3 a transfer in consequence of a sale made through a recognised investment exchange (as defined in section 285(1) of the FSMA) or any stock exchange outside the United Kingdom on which the Company's Shares are normally traded.
- 4.11 The Board may decline to register a transfer of Shares if the Board reasonably believes the proposed transferee to be a competitor of a Group Company or a person connected with such a competitor (or a nominee of either). For the avoidance of doubt, BBVA will not be considered a competitor of any Group Company.

## **5 SHARE CERTIFICATES**

### **Right to share certificate**

- 5.1 Every person whose name is entered in the register as a holder of any Shares shall be entitled, without payment, to receive within two months after allotment or lodgment of a transfer to him of those Shares (or within such other period as the terms of issue shall provide) one certificate for all those Shares of any one class or several certificates each for one or more of the Shares of the class in question, upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board may from time to time decide. A Shareholder who transfers some but not all of the Shares comprised in a certificate shall be entitled to a certificate for the balance without charge. 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.
- 5.2 Notwithstanding Article 5.1, the Company will issue certificates to BBVA for the relevant Investors Additional Subscription Shares on the date on which such shares are allotted and issued to BBVA.

### **Replacement of share certificate**

- 5.3 If a share certificate is defaced, worn out, lost or destroyed, it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of any exceptional out-of-pocket expenses of the Company in investigating the evidence and preparing the indemnity as the Board may decide and, where it is defaced or worn out, after delivery of the old certificate to the Company.

### **Form of certificates**

- 5.4 Every share certificate shall be issued under a seal or executed by the Company in such manner as the Board, having regard to the Act, may authorise. Every share certificate shall specify the number of the Shares to which it relates, the nominal value and the amount or respective amounts paid up on the Shares.

## **6 LIEN**

### **Company's lien on Shares**

- 6.1 The Company shall have a first and paramount lien on every Share (not being a fully paid up Share) for all moneys (whether presently payable to the Company or not) in respect of that Share. The Board may at any time either generally or in any particular case waive any lien that has arisen or declare any Share to be wholly or in part exempt from the provisions of this Article.

### **Enforcing lien by sale**

- 6.2 The Company may sell, in the manner provided below, any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 10 Business Days after a notice in writing (a **lien notice**) has been served on the holder of the Shares, demanding payment and stating that if the notice is not complied with, the Shares may be sold in accordance with these Articles. A person on whom a lien notice is served shall be deemed immediately to have authorised the Company to sell as soon as reasonably practicable and at the best price in cash which may reasonably be obtained (whether from other Shareholders or otherwise) the Shares in question and the Company may appoint any third party to conduct such sale on its behalf. The Board shall, upon determining that such a sale shall be effected, give notice to all Significant Shareholders (other than any Shareholder upon whom the lien notice has been served) inviting them to tender for the Shares to be sold. In the event that the highest price is offered by more than one potential purchaser, the Board shall prefer existing Significant Shareholders, but otherwise the terms of the disposal and the person to whom the Shares are sold shall be at the Board's discretion in accordance with this Article 6.2. The person upon whom a lien notice is served shall be prohibited from disposing of or otherwise dealing with any of the Shares in question from the date of service of such notice pending such sale. For the purpose of giving effect to the sale the Board may authorise some person to transfer the Shares in question and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the Shares. The purchaser shall not be bound to see to the application of the purchase moneys, nor shall his title to the Shares be affected by any irregularity or invalidity in reference to the sale. Neither the Company nor any of its officers or agents shall be liable for any shortfall or alleged shortfall in the sale proceeds.
- 6.3 The net proceeds, after payment of the costs of the sale by the Company, of any Shares on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as it is presently payable, and the Company shall be entitled to retain any residue (without payment of interest to the relevant holder), such residue not to exceed the subscription price of Shares which may fall to be subscribed by the relevant holder, as security for any debts or liabilities in respect of such Shares. The amount so retained may be used to pay the subscription price for the Shares as it falls due and any balance shall be paid to the holder when all such obligations have been satisfied.

## **7 CALLS ON SHARES**

### **Calls**

- 7.1 Subject to the terms of issue, the Board may from time to time make calls upon the Shareholders in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the terms of issue, and each Shareholder shall (subject to the Company serving upon that Shareholder at least 10 Business Days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on that Shareholder's Shares PROVIDED THAT (subject as aforesaid) no call on any Share shall be payable within one month from the date fixed for the payment of the last preceding call. A call may be revoked or postponed as the Board may decide. A person upon whom a call is made shall remain liable for all calls made upon that Shareholder notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

#### **Payment on calls**

- 7.2 A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.

#### **Liability of joint holders**

- 7.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect of the Share.

#### **Interest due on non-payment**

- 7.4 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 is due and payable to the time of actual payment at such rate as the Board may reasonably decide, and shall pay all costs, charges and expenses that may have been incurred by the Company by reason of such non-payment but the Board shall be at liberty to waive payment of such interest or such costs, charges and expenses wholly or in part. No dividend or other payment or distribution in respect of any Share in relation to which the call remains unpaid shall be paid or distributed and no other rights which would otherwise normally be exercisable in accordance with these Articles may be exercised by a holder of any Share so long as any such sum or any interest or expenses payable in accordance with this Article in relation thereto remains due.

#### **Sums due on allotment treated as calls**

- 7.5 Any amount which becomes payable in respect of a Share on allotment or on any other date fixed by or in accordance with the terms of issue, whether in respect of the nominal amount of the Share or by way of premium or as an instalment of a call, shall be deemed to be a call and, if it is not paid, all the provisions of these Articles shall apply as if the sum had become due and payable by virtue of a call.

#### **Power to differentiate**

- 7.6 Subject to the terms of issue, the Board may on the issue of Shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

#### **Payments in advance**

- 7.7 The Board may, if it thinks fit, receive from any Shareholder who is willing to advance them all or any part of the moneys uncalled and unpaid upon any Shares (whether on account of the nominal value of the Shares or by way of premium) held by that Shareholder and upon all or any of the moneys so advanced may (until they would, but for the advance, become presently payable) pay interest at such rate as the Board may reasonably decide. No sum paid in advance of calls shall entitle the holder of a share in respect thereof to any portion of a dividend or other payment or distribution subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable and such payment in advance of calls shall to that extent extinguish the liability upon the Shares in respect of which it was made.

### **8 FORFEITURE OF SHARES**

#### **Notice if call on instalment not paid**

- 8.1 If any call or instalment of a call remains unpaid on any Share after the day appointed for payment, the Board may, in its absolute discretion, at any time thereafter serve a notice on the Shareholder (a **Forfeiture Notice**) requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any costs, charges and expenses incurred by the Company by reason of such non-payment.

#### **Form of Forfeiture Notice**

- 8.2 The Forfeiture Notice shall name a further day (not being less than 10 Business Days from the date of the Forfeiture Notice) on or before which, and the place where, the payment required by the Forfeiture Notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the Shares in respect of which the call was made or instalment is payable will be liable to be forfeited. The Board may, in its absolute discretion, accept the surrender of any Share liable to be forfeited and, in that event, references in these Articles to forfeiture shall include surrender.

#### **Forfeiture if non-compliance with Forfeiture Notice**

- 8.3 If the Forfeiture Notice is not complied with, any Share in respect of which it was given may, at any time before payment of all calls or instalments and interest and costs, charges and expenses due in respect of it have been made, be forfeited by a resolution of the Board to that effect and the forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited Shares and not paid before the forfeiture. Forfeiture shall be deemed to occur at the time of the said resolution of the Board.

#### **Notice after forfeiture**

- 8.4 When any Share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the Share but no forfeiture shall be invalidated by any omission or neglect to give the notice.

#### **Sale of forfeited Shares**

- 8.5 Until cancelled in accordance with the requirements of the Act, a forfeited Share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of in the manner provided below. If the Board resolves that a forfeited Share be sold or otherwise disposed of, the holder of such Share shall be deemed immediately to have authorised the Company to sell (as soon as reasonably practicable and at the best price in cash which may reasonably be obtained) the forfeited Share and the provisions of Article 6.2 shall apply mutatis mutandis.

The Board may for the purposes of the disposal authorise some person to transfer the Shares in question and may enter the name of the transferee in respect of the transferred Shares in the register notwithstanding the absence of any share certificate being lodged in respect thereof and may issue a new certificate to the transferee and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of the Shares. The Company may receive the consideration (if any) given for the Share on its disposal. At any time before a sale, re-allotment or disposition the forfeiture may be cancelled by the Board on such terms as the Board may decide.

#### **Arrears to be paid notwithstanding forfeiture**

- 8.6 A person whose Shares have been forfeited shall cease to be a Shareholder in respect of them and shall surrender to the Company for cancellation the certificate for the forfeited Shares but shall remain liable to pay to the Company all moneys which at the date of the forfeiture were payable by that person to the Company in respect of those Shares with interest thereon at such rate as the Board may reasonably decide from the date of forfeiture until payment PROVIDED THAT the Company shall make allowance for any consideration received on the disposal of the Shares forfeited.

#### **Statutory declaration as to forfeiture**

- 8.7 A statutory declaration that the declarant is a Director or the secretary and that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom



the Share is disposed of shall not be bound to see to the application of the purchase money (if any) nor shall that person's title to the Share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal.

## **9 TRANSFER AND TRANSMISSION OF SHARES**

- 9.1 The Ordinary Shares and the A Shares are transferable subject to the restrictions set out in these Articles.
- 9.2 BBVA will be entitled to exercise, before and after the third anniversary of Launch, its pre-emption rights set out in this Article 9 (for the avoidance of doubt, subject to the compulsory transfer rules of Article 9.18) on any transfer of Ordinary Shares and/or A Shares by any Shareholder to any third party.

### **Pre-emption Rights**

- 9.3 Subject to Articles 4 and 9.16, and except in the case of a transfer to the extent required pursuant to Articles 6, 8 or 9.18, or a transfer pursuant to Article 9.17, the following provisions of this Article 9 shall apply where a holder of Ordinary Shares wishes to transfer some or all of the Ordinary Shares held by him, or a holder of A Shares wishes to transfer some or all of the A Shares held by him.
- 9.4 Every Ordinary Shareholder or A Shareholder who wishes to transfer any Ordinary Shares and/or A Shares (the **Seller**) shall first give notice in writing of such wish to the Company (the **Transfer Notice**). Each Transfer Notice shall:
- 9.4.1 specify the number of Ordinary Shares or A Shares which the Seller wishes to transfer (the **Sale Shares**);
  - 9.4.2 specify the identity of the person to whom the Seller wishes to transfer the Sale Shares (the **Proposed Transferee**);
  - 9.4.3 specify the price per Ordinary Share or A Share (the **Sale Price**) at which the Seller wishes to transfer the Sale Shares to the Proposed Transferee;
  - 9.4.4 be deemed to constitute the Company as the Seller's agent for the sale of the Sale Shares at the Sale Price in the manner prescribed by these Articles; and
  - 9.4.5 not be varied or cancelled,

provided that nothing in this Article 9.4 shall require a Transfer Notice to be served in respect of the acceptance of a Takeover Offer made in accordance with the Code. If a Seller wishes to transfer both Ordinary Shares and A Shares, that Seller shall be required to give separate Transfer Notices in respect of the Ordinary Shares and A Shares held by him.

- 9.5 The Seller may provide in the Transfer Notice that, unless buyers are found for all or not less than a specified number of the Sale Shares, he shall not be bound to transfer any of such Sale Shares (**Minimum Transfer Condition**) and any such provision shall be binding on the Company. Notwithstanding the other provisions of this Article, if the Transfer Notice contains a Minimum Transfer Condition the Company may not make any allocation of Sale Shares unless and until it has found buyers for the minimum number specified in the Minimum Transfer Condition.
- 9.6 The Company shall within one calendar month of receipt of the Transfer Notice elect, in its sole discretion, to:
- 9.6.1 buy back the Sale Shares itself (subject to compliance with the relevant provisions of the Act and these Articles) or nominate an Employee Trust to buy the Sale Shares at the Sale Price, in which event the Company and/or the Employee Trust shall have two months from the date of election in which to complete the buy back; or

- 9.6.2 offer the Sale Shares at the Sale Price to existing Eligible Shareholders on a pre-emptive basis in accordance with Articles 9.7 to 9.10 (inclusive) (**Pre-emption Offer**).
- 9.7 In the event the Company elects to proceed with a Pre-emption Offer the Company shall, within 10 Business Days of making the election under Article 9.6, give notice in writing to each of the Eligible Shareholders offering for sale the Sale Shares at the Sale Price, provided that, if the Board considers that the provisions of this Article could mean that the offer of the Sale Shares would require a prospectus in accordance with section 85(1) of FSMA, the Board shall be entitled to devise such other method of offering such Sale Shares which does not require a prospectus (including, but without limitation, offering the Sale Shares to a limited number of Shareholders selected by such method as the Board shall determine (which, for so long as BBVA shall remain a Shareholder, shall always include BBVA and which, for so long as Schroders shall remain a Shareholder, shall always include Schroders and which, for so long as Tosca shall remain a Shareholder, shall always include Tosca)). The notice shall specify that the Eligible Shareholders shall have a period of at least ten Business Days from the date of such notice within which to apply for some or all of the Sale Shares.
- 9.8 It shall be a further term of the offer that, if there is competition amongst the Eligible Shareholders for the Sale Shares such Sale Shares shall be treated as offered to the Eligible Shareholders in proportion (as nearly as may be) to their existing holdings of Ordinary Shares or A Shares (as applicable) (the **Proportionate Allocation**). However, any Eligible Shareholder in his application for Sale Shares may, if he so desires indicate that he would be willing to purchase a particular number of Ordinary Shares or A Shares (as applicable) in excess of his Proportionate Allocation (**Extra Shares**).
- 9.9 The Company shall allocate the Sale Shares as follows:
- 9.9.1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each Eligible Shareholder shall be allocated the number applied for in accordance with his application; or
- 9.9.2 if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each Eligible Shareholder shall be allocated his Proportionate Allocation or such lesser number of Sale Shares for which he has applied and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Eligible Shareholders applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the Ordinary Shares or A Shares (as applicable) held by such Eligible Shareholders.
- 9.10 Allocations of Sale Shares made by the Company pursuant to Article 9.9 shall constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no person shall be obliged to take more than the maximum number of Sale Shares that he has indicated to the Company he is willing to purchase.
- 9.11 The Company shall forthwith upon allocating any Sale Shares give notice in writing (a **Sale Notice**) to the Seller and to each person to whom Sale Shares have been so allocated of the number of Sale Shares so allocated and the aggregate price payable therefor. Completion of the sale and purchase of those Sale Shares in accordance with the Sale Notice shall take place within five Business Days of the date of the Sale Notice, whereupon the Seller shall, upon payment of the price due in respect thereof and receipt by the Company of a Transferee Letter duly executed by the proposed transferee, transfer those Sale Shares specified in the Sale Notice to the persons to whom they have been allocated with full title guarantee free from all liens, charges and encumbrances or interests in favour of or claims made by or which could be made by any other person and deliver the relevant share certificates.
- 9.12 Save in the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to Article 9.11 the Company may receive such purchase money and may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly

stamped (if required), the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Sale Shares and shall hold the purchase money on trust (without interest) for the Seller.

- 9.13 The instrument of transfer in respect of such Sale Shares shall be accompanied by a Transferee Letter duly executed by the proposed transferee. If the proposed transferee defaults in executing the Transferee Letter, the Company may nominate some person to execute the Transferee Letter in the name and on behalf of the proposed transferee. The receipt by the Company of the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of a buy back of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares, the Company may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly stamped (if required), the Company shall cause such share capital to be cancelled in accordance with the Act and shall hold the purchase money on trust (without interest) for the Seller.
- 9.14 If all the Sale Shares are not sold under the pre-emption provisions contained in Articles 9.4 to 9.13 (inclusive), the Company shall (forthwith upon the exhaustion of such provisions) so notify the Seller and the Seller shall at any time, within 20 Business Days after receiving such notification, transfer to the Proposed Transferee (but not any other person) any unsold Sale Shares at any price not less than the Sale Price, subject to compliance with Article 4, and provided that:
- 9.14.1 if the Seller stipulated in the Transfer Notice a Minimum Transfer Condition which has not been satisfied, the Seller shall not be entitled to sell any Sale Shares unless he complies with such Minimum Transfer Condition;
- 9.14.2 any such sale shall be a sale in good faith and the Board may require to be satisfied (in such manner as it may reasonably think fit) that the Sale Shares are being sold for not less than the Sale Price without any deduction, rebate or allowance whatsoever and if not so satisfied may require the Company to refuse to register the transfer; and
- 9.14.3 the instrument of transfer in respect of such Sale Shares is accompanied by a Transferee Letter duly executed by the Proposed Transferee.
- 9.15 The pre-emption rights contained in Articles 9.4 to 9.13 (inclusive) may be waived by the Company by special resolution.
- 9.16 The pre-emption rights contained in Articles 9.3 to 9.9 (inclusive) shall not apply to any transfer or proposed transfer of Ordinary Shares by any holder of Ordinary Shares, or any transfer or proposed transfer of A Shares by any holder of A Shares, to:
- 9.16.1 any of his or its Related Persons, provided that the Board is satisfied that the proposed transferee qualifies as such a Related Person;
- 9.16.2 any person or entity that, directly or indirectly through one or more intermediaries, Controls, is controlled by or is under common control with such Shareholder;
- 9.16.3 any of his or its Related Investment Fund, provided that the Board is satisfied that the proposed transferee qualifies as such a Related Investment Fund;
- 9.16.4 any of his or its Related Corporate Transferee, provided that the Board is satisfied that the proposed transferee qualifies as such a Related Corporate Transferee;
- 9.16.5 the Company or to an Employee Trust at the direction of the Company pursuant to Article 9.6.1; or

- 9.16.6 any offeror who had made a Takeover Offer in accordance with the Code which has become or has been declared unconditional as to acceptances or (if implemented by way of scheme of arrangement) has become effective in accordance with its terms,

but for the avoidance of doubt the provisions of Article 4 shall continue to apply to any such transfer.

For these purposes **Control** (including the terms **controlling**, **controlled by** or **under common control with**) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

#### **Claw Back Events**

- 9.17 If any Ordinary Shareholder who has been issued with Ordinary Shares in the capital of the Company following the exercise of an option pursuant to any of the Share Plans (notwithstanding where such Ordinary Shares have since been transferred to a Family Member or trustee of a Family Trust) is subject to a Claw Back Event or a Claw Back Event occurs in relation to the Company or in any other circumstances where the Board so direct, then the following provisions of this Article 9.17 shall apply:

- 9.17.1 the Company may, having first determined the number of Ordinary Shares held by the relevant Ordinary Shareholder (or any Family Member or trustee of a Family Trust of such an Ordinary Shareholder in respect of the Ordinary Shares held on behalf of such person), serve a notice on that person notifying him that he is, with immediate effect, deemed to have offered such number of his Ordinary Shares to such person(s) (including the Company and/or any Employee Trust) as may be specified in such notice (a **Deemed Sale Notice**). On receipt of such Deemed Sale Notice, the relevant Ordinary Shareholder (or as applicable a Family Member or trustee of a Family Trust or other permitted transferee of such Ordinary Shareholder, in respect of the Ordinary Shares held on behalf, or initially issued to, such Ordinary Shareholder) shall be obliged forthwith to transfer, at the Deemed Sale Price determined in accordance with Article 9.17.4 such number of his Ordinary Shares to the person(s) specified in the Deemed Sale Notice with full title guarantee free from all liens, charges and encumbrances or interests in favour of or claims made by or which could be made by any other person and the proposed transferee of such shares shall execute a Transferee Letter. Completion of the sale and purchase of the Ordinary Shares in accordance with the Deemed Sale Notice shall take place within five Business Days of the date of the Deemed Sale Notice whereupon the relevant Ordinary Shareholder (or as applicable a Family Member or trustee of a Family Trust or other permitted transferee of such Ordinary Shareholder, in respect of the Ordinary Shares held on behalf of, or initially issued to, such Ordinary Shareholder) shall transfer the relevant Ordinary Shares to the person(s) specified in the Deemed Sale Notice and deliver the relevant Share certificates against payment of the Deemed Sale Price for such Shares;
- 9.17.2 if an Ordinary Shareholder (or as applicable their Family Member, trustee of a Family Trust or other permitted transferee of such Ordinary Shareholder) defaults in transferring any Ordinary Shares pursuant to Article 9.17.1, the Company may receive the relevant purchase money and may nominate some person to execute an instrument of transfer of such Ordinary Shares in the name and on behalf of that person and thereafter, when such instrument has been duly stamped (if required), the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Ordinary Shares and shall hold the purchase money on trust (without interest) for the Ordinary Shareholder (or their Family Member, trustee of a Family Trust or other permitted transferee as applicable). The instrument of transfer in respect of such Ordinary Shares shall be accompanied by a Transferee Letter duly executed by the proposed transferee. If the proposed transferee defaults in executing the Transferee Letter, the Company may nominate some person to execute the Transferee Letter in the name and on behalf of the proposed transferee. The receipt by the Company of the purchase money shall be a good discharge to the

proposed transferee (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Ordinary Shares by the Company, if there is a default in the transfer of the Ordinary Shares pursuant to Article 9.17.1, the Company may nominate some person to execute an instrument of transfer of such Shares in the name and on behalf of the transferor and thereafter, when such instrument has been duly stamped (if required), the Company shall cause such share capital to be cancelled in accordance with the Act and shall hold the purchase money on trust (without interest) for the transferor;

9.17.3 the provisions of Articles 9.4 to 9.13 (inclusive) shall not apply to any transfer pursuant to this Article 9.17; and

9.17.4 the **Deemed Sale Price** for the transfer of Ordinary Shares pursuant to this Article 9.17 shall be as determined by the Board and set out in the Deemed Sale Notice.

#### **Compulsory Transfer**

9.18 If an offeror for the Ordinary Shares has made bona fide arm's length offers to all the members of the Company which are acceptable to a Required Majority, then:

9.18.1 such offeror may give notice to any non-accepting holder of Ordinary Shares requiring him to accept the offer and transfer his Ordinary Shares with full title guarantee within 14 days and stating that, in default of such acceptance, he shall be deemed to have accepted such offer in respect of all Ordinary Shares held by him and irrevocably to waive any pre-emption rights he may have in relation to any Ordinary Shares the subject of such offer;

9.18.2 upon the expiry of such notice each recipient thereof should be obliged to transfer his Ordinary Shares with full title guarantee and to deliver to the offeror (or as he may direct) an executed share transfer form and share certificate(s) in respect of the Ordinary Shares which are the subject of the notice together with an executed waiver of pre-emption rights as appropriate;

9.18.3 if any such member fails to comply with the matters referred to in Article 9.18.2, he shall be deemed to have appointed any director of the Company to be his agent and attorney to execute such documents on his behalf and, against receipt by the Company (on trust for such member) of the appropriate purchase monies, to deliver such executed transfer(s) and pre-emption waiver(s) (if appropriate) to the offeror and it shall be no impediment to completion of the transfer that such member's share certificate(s) has/have not been produced;

9.18.4 after such offeror or his nominee has been registered as the holder of Ordinary Shares transferred in accordance with this Article 9.18, the validity of such transaction shall not be questioned by any persons; and

9.18.5 it shall be obligatory for the Directors to register any duly stamped transfer of an Ordinary Share made pursuant to this Article 9.18.

This Article 9.18 shall also apply in relation to any Ordinary Shares which any person may be entitled to acquire pursuant to any option scheme of or option granted by the Company and which option shall be exercisable as a result of the sale of Ordinary Shares referred to in this Article 9.18.

9.19 If an offeror for the A Shares has made bona fide arm's length offers to all the members of the Company which are acceptable to an A Shareholder Majority, then:

9.19.1 such offeror may give notice to any non-accepting holder of A Shares requiring him to accept the offer and transfer his A Shares with full title guarantee within 14 days and stating that, in default of such acceptance, he shall be deemed to have accepted such

offer in respect of all A Shares held by him and irrevocably to waive any pre-emption rights he may have in relation to any A Shares the subject of such offer;

- 9.19.2 upon the expiry of such notice each recipient thereof should be obliged to transfer his A Shares with full title guarantee and to deliver to the offeror (or as he may direct) an executed share transfer form and share certificate(s) in respect of the A Shares which are the subject of the notice together with an executed waiver of pre-emption rights as appropriate;
- 9.19.3 if any such member fails to comply with the matters referred to in Article 9.19.2, he shall be deemed to have appointed any director of the Company to be his agent and attorney to execute such documents on his behalf and, against receipt by the Company (on trust for such member) of the appropriate purchase monies, to deliver such executed transfer(s) and pre-emption waiver(s) (if appropriate) to the offeror and it shall be no impediment to completion of the transfer that such member's share certificate(s) has/have not been produced;
- 9.19.4 after such offeror or his nominee has been registered as the holder of A Shares transferred in accordance with this Article 9.19, the validity of such transaction shall not be questioned by any persons; and
- 9.19.5 it shall be obligatory for the Directors to register any duly stamped transfer of an A Share made pursuant to this Article 9.19.

This Article 9.18 shall also apply in relation to any A Shares which any person may be entitled to acquire pursuant to any option scheme of or option granted by the Company and which option shall be exercisable as a result of the sale of A Shares referred to in this Article 9.19.

#### **Transmission on death**

- 9.20 If a Shareholder 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 persons recognised by the Company as having any title to his Shares; but nothing contained in these Articles shall release the estate of a deceased holder from any liability in respect of any Share held by him solely or jointly with other persons.

#### **Entry of transmission in register**

- 9.21 Where the entitlement of a person to a Share in consequence of the death or bankruptcy of a Shareholder or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall, within two months after proof cause the entitlement of that person to be noted in the register.

#### **Rights of person entitled by transmission**

- 9.22 Where a person becomes entitled by transmission to a Share, the rights of the holder in relation to that Share shall cease, but the person entitled by transmission to the Share may give a good discharge for any dividends or other moneys payable in respect of it and shall have the same rights in relation to the Share as he would have had if he were the holder of it save that, until he becomes the holder, he shall not be entitled in respect of the Share to attend or vote at any general meeting of the Company or at any separate general meeting of the holders of any class of Shares in the Company.

#### **The Code**

- 9.23 For the avoidance of doubt, nothing in these Articles shall restrict the application of the Code to the Company and, in the event that there is any conflict between these Articles and the Code, the Code shall prevail.

## **10 LIMITATIONS ON SHAREHOLDINGS**

10.1 The Board may by notice in writing (a **Disclosure Notice**) require:

- 10.1.1 any Shareholder or the legal personal representatives of any deceased Shareholder;  
or
- 10.1.2 any person named as transferee in any transfer lodged for registration; or
- 10.1.3 such other person as the Board or any such holder may reasonably believe to have information relevant to such purpose,

to disclose to the Company in writing such information as the Board shall require as lies within the knowledge of such Shareholder (supported if the board so requires by a statutory declaration and/or by independent evidence) which the Company is entitled to seek pursuant to section 793 of the Act.

10.2 The Board may give a Disclosure Notice pursuant to Article 10.1 at any time and Board may give one or more than one such notice to the same Shareholder in respect of the same Shares.

## **11 GENERAL MEETINGS**

### **Annual general meetings**

11.1 The Company shall hold annual general meetings, which shall be convened by the Board in accordance with these Articles, including without limitation partly or (to the extent permitted by Law) wholly by means of electronic facility or facilities.

### **Convening of general meetings**

11.2 The Board may convene a general meeting whenever it thinks fit and, upon receipt of a requisition of Equity Shareholders pursuant to the provisions of the Act, it shall forthwith proceed to do so for a date not later than 28 days after the date of the notice convening the meeting. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or, if there is no Director within the United Kingdom, any member of the Company may call a general meeting.

### **Attendance, participation and speaking at general meetings**

11.3 The Board may make whatever arrangements it considers fit to allow those entitled to do so to attend and participate in any general meeting.

11.4 The Board shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including without limitation whether the persons entitled to attend and participate in the meeting shall be enabled to do so:

- 11.4.1 by means of electronic facility or facilities pursuant to Article 11.12 (but for the avoidance of doubt, the Board shall be under no obligation to offer or provide such facility or facilities, whatever the circumstances); and/or
- 11.4.2 by simultaneous attendance and participation at a satellite meeting place (or places) pursuant to Article 12.6; and/or
- 11.4.3 by physical attendance only.

11.5 Nothing in these Articles prevents a general meeting being held both physically and electronically.

- 11.6 Unless otherwise specified in the notice of meeting or determined by the chairman of the meeting, a general meeting is deemed to take place at the place where the chairman of the meeting is at the time of the meeting.
- 11.7 Two or more persons who may not be in the same place as each other attend a general meeting if their circumstances are such that if they have (or should have had) rights to speak and vote at that meeting, they are (or should be) able to exercise them.
- 11.8 A person is able to participate in a meeting if that person's circumstances are such that if he has (or were to have) rights in relation to the meeting, he is (or would be) able to exercise them.
- 11.9 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 11.10 A person is able to exercise the right to vote at a general meeting when:
- 11.10.1 that person is able to vote during the meeting (or, in the case of a poll, within the time period specified by the chairman of the meeting) on resolutions put to the vote at the meeting; and
  - 11.10.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 11.11 If, at any general meeting at which members are entitled to participate by means of electronic facility or facilities determined by the Board pursuant to Article 11.12, any document is required to be on display or to be available for inspection at the meeting (whether prior to or for the duration of the meeting or both), the Company shall ensure that it is available in electronic form to persons entitled to inspect it for at least the required period of time, and this will be deemed to satisfy any such requirement.

#### **Simultaneous attendance and participation by electronic facilities**

- 11.12 Without prejudice to Article 12.6, the Board may resolve to enable persons entitled to attend and participate in a general meeting to do so partly or (to the extent permitted by Law) wholly by simultaneous attendance and participation by means of electronic facility or facilities, and may determine the means, or all different means, of attendance and participation used in relation to the general meeting. The members present in person (including, for the avoidance of doubt, through a representative in the case of a corporate member) or by proxy by means of an electronic facility or facilities (as so determined by the Board) shall be counted in the quorum for, and be entitled to participate in, the general meeting in question. That meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending the meeting by all means (including the means of an electronic facility or facilities) are able to:
- 11.12.1 participate in the business for which the meeting has been convened;
  - 11.12.2 hear all persons who speak at the meeting; and
  - 11.12.3 be heard by all other persons attending and participating in the meeting.

## **12 NOTICE OF GENERAL MEETINGS**

### **Length of Notice**

- 12.1 An annual general meeting shall be called by not less than twenty one clear days' notice in writing. All other general meetings shall be called by not less than fourteen clear days' notice in writing. Notice of every general meeting shall be given to all Equity Shareholders other than any who, under the provisions of these Articles or the terms of issue of the Equity Shares they hold,



are not entitled to receive such notices from the Company, and also to the auditors or, if more than one, to each of them.

Notwithstanding that a meeting of the Company is called by shorter notice than that specified in this Article 12.1, it shall be deemed to have been properly called if it is so agreed:

- 12.1.1 in the case of an annual general meeting, by all the Equity Shareholders entitled to attend and vote at the meeting; and
- 12.1.2 in the case of any other meeting, by a majority in number of the Equity Shareholders having a right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of all the Equity Shares giving that right.

#### **Contents of Notice**

- 12.2 Every notice calling a general meeting shall specify the place (including any satellite meeting place or places determined pursuant to Article 12.6), day and time of the meeting, and there shall appear with reasonable prominence in every such notice a statement that an Equity Shareholder entitled to attend and vote is entitled to appoint a proxy or proxies to attend, speak and vote instead of him and that a proxy need not also be an Equity Shareholder. The notice shall specify the general nature of the business to be transacted at the meeting, and if any resolution is to be proposed as a special resolution, the notice shall contain a statement to that effect. In the case of an annual general meeting, the notice shall also specify the meeting as such.
- 12.3 If pursuant to Article 11.12 the Board determines that a general meeting shall be held partly or (to the extent permitted by Law) wholly by means of electronic facility or facilities, the notice shall:
  - 12.3.1 include a statement to that effect;
  - 12.3.2 specify the means, or all different means, of attendance and participation thereat, and any security or other arrangements determined pursuant to Article 13.6; and
  - 12.3.3 state how it is proposed that persons attending or participating in the meeting electronically should communicate with each other during the meeting.
- 12.4 The notice shall specify such arrangements as have at that time been made for the purpose of Article 12.6.
- 12.5 For the purposes of determining which persons are entitled to attend or vote at a meeting and how many votes a person may cast, the Company may specify in the notice of meeting a time, not more than 48 hours before the time fixed for the meeting (not taking into account non-working days) by which a person must be entered in the register in order to have the right to attend or vote at the meeting or appoint a proxy to do so. Changes to entries on the register after the time specified in the notice will be disregarded in deciding the rights of any person to attend or vote.
- 12.6 Without prejudice to Article 11.12, the Board may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation at a satellite meeting place or places anywhere in the world. The members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to participate in, the general meeting in question, and the meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending at all the meeting places are able to:
  - 12.6.1 participate in the business for which the meeting has been convened;
  - 12.6.2 hear all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place; and
  - 12.6.3 be heard by all other persons so present in the same way,

and the meeting shall be deemed to take place at the place where the chairman of the meeting presides (being the principal meeting place, with any other location where that meeting takes place being referred in these Articles as a satellite meeting). The chairman of the meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place and the powers of the chairman of the meeting shall apply equally to each satellite meeting place, including his or her power to adjourn the meeting as referred to in Articles 13.7 to 13.10.

#### **Omission or non-receipt of notice**

- 12.7 The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send an instrument of proxy to, or the non-receipt of either or both by, any person entitled to receive the notice shall not invalidate the proceedings at that meeting.

#### **Postponement**

- 12.8 The Board may postpone a general meeting if it deems it necessary to do so. Notice of such postponement shall be given in accordance with these Articles.

### **13 PROCEEDINGS AT GENERAL MEETINGS**

#### **Quorum**

- 13.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, two Equity Shareholders present in person being either members or representatives (in the case of a corporate member) or proxies appointed by members in relation to the meeting and entitled to vote, shall be a quorum for all purposes.

#### **Procedure if quorum not present**

- 13.2 If within one hour after the time appointed for the commencement of the meeting a quorum is not present or if during the meeting a quorum ceases to be present, if convened on the requisition of Equity Shareholders, the meeting shall be dissolved. In any other case, the meeting shall stand adjourned to such date, time and place (being not less than 14 nor more than 28 days thereafter), with such means of attendance and participation (including without limitation partly or (to the extent permitted by Law) wholly by means of electronic facility or facilities), as may be fixed by the chairman of the meeting. At the adjourned meeting any one holder of Equity Shares present in person being either a member or representative (in the case of a corporate member) or a proxy appointed by a member in relation to the meeting and entitled to vote (whatever the number of Equity Shares held by that Equity Shareholder) shall be a quorum. The Company shall give at least seven clear days' notice in writing of any meeting adjourned through lack of a quorum and such notice shall state the quorum requirement.

#### **Chairman of general meeting**

- 13.3 The chairman of the Board shall preside as chairman at every general meeting. If there is no chairman of the Board, or if at any meeting the chairman of the Board is not present within 30 minutes after the time appointed for the commencement of the meeting, or if the chairman of the Board is not willing to act as chairman of the meeting, the Directors who are present shall choose one of their number to act. If one Director only is present, he shall preside as chairman of the meeting if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the persons present whether members, representatives (in the case of corporate members) or proxies appointed by members in relation to the meeting and entitled to vote, shall appoint one of their number to be chairman of the meeting.

**Right to attend, speak and participate**

- 13.4 Each Director shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of Shares.
- 13.5 All persons seeking to attend and participate in a general meeting by way of electronic facility or facilities shall be responsible for maintaining adequate facilities to enable them to do so. Subject only to the requirement for the chairman of the meeting to adjourn a general meeting in accordance with the provisions of Article 13.8, any inability of a person or persons to attend or participate in a general meeting by way of electronic facility or facilities shall not invalidate the proceedings of that meeting.

**Security arrangements and orderly conduct at general meetings**

- 13.6 Subject to the Act (and without prejudice to any other powers vested in the Board or chairman of a meeting) when arranging a general meeting, the Board may, and when conducting a general meeting, the chairman of the Board (and, if different, the chairman of the meeting) may, make whatever arrangements and take such action or give such directions (including without limitation, adjournment) as it / he considers, in its / his absolute discretion, to be appropriate or conducive for the purpose of:
- 13.6.1 *controlling the level of attendance at, or ensuring the security of, a meeting;*
- 13.6.2 *ensuring the health and/or safety of those attending (or who may otherwise have attended) the meeting at any place specified for the holding of a meeting; or*
- 13.6.3 *promoting the proper and orderly conduct of a meeting or ensuring that the business of the meeting is properly disposed of.*

The decision of the chairman of the meeting on points of order, matters of procedure or on matters arising incidentally from the business of the meeting shall be final and conclusive, as shall his determination as to whether any point or matter is of such a nature. The provisions of this Article 13.6 shall, for the avoidance of doubt, also apply to any adjourned or postponed meeting.

**Adjournments**

- 13.7 The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place (or, in the case of a meeting held at a principal meeting place and one or more satellite meeting places, such other places) and/or from such electronic facility or facilities for attendance and participation to such other electronic facility or facilities as the meeting shall determine.
- 13.8 If it appears to the chairman of the meeting that the facilities at the principal meeting place or any satellite meeting place or an electronic facility or facilities or security at any general meeting have become inadequate for the purposes referred to in Articles 11.12 or 12.6, or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of meeting, then the chairman of the meeting may, without the consent of the meeting, interrupt or adjourn the general meeting.
- 13.9 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**Notice of adjournment**

- 13.10 When a meeting is adjourned for three months or more or sine die (in which latter case, the date, time and place of the adjourned meeting shall be fixed by the Directors), notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise, save as otherwise

provided in these Articles, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **Amendments to resolutions**

- 13.11 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may be considered or voted on.

### **14 VOTING**

#### **Votes of members**

- 14.1 Subject to any terms as to voting upon which any Shares may be issued or may for the time being be held and to the provisions of these Articles, the total number of votes which an Equity Shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, and every proxy for any Equity Shareholder (regardless of the number of Shareholders for whom he is a proxy), has on a show of hands shall be determined in accordance with the Act. On a poll every Equity Shareholder present in person or by proxy or by representative (in the case of a corporate member) shall have one vote for each Equity Share of which he is the holder, proxy or representative. On a poll, an Equity Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes in the same way.
- 14.2 Upon or at any time after the completion of the Initial BBVA Subscription, a Shareholder may by notice to the Company at any time and in its sole discretion elect that some or all (as specified in the notice) of its Equity Shares (the **Non-Voting Equity Shares**) shall, with immediate effect and until further notice from the Shareholder to the Company (the **Non-Voting Period**), be non-voting for all purposes.
- 14.3 During the Non-Voting Period the holder of the Non-Voting Equity Shares shall be entitled to receive notice of and attend but not to vote at relevant meetings in respect of the Non-Voting Equity Shares.
- 14.4 The voting rights otherwise attached to any Non-Voting Equity Shares (the **Additional Excess Votes**) shall be distributed pro rata amongst the Shareholders provided that:
- 14.4.1 if the BBVA Shareholders hold in excess of 19.5% of the total number of all Equity Shares, no BBVA Shareholder shall be entitled to any Additional Excess Votes;
  - 14.4.2 if the Tosca Shareholders hold in excess of 19.5% of the total number of all Equity Shares, no Tosca Shareholder shall be entitled to any Additional Excess Votes;
  - 14.4.3 no Shareholder holding (together with any Related Corporate Transferees) in excess of 19.5% of the total number of all Equity Shares shall be entitled to any Additional Excess Votes; and
  - 14.4.4 if the pro rata distribution of the Additional Excess Votes would result in any Shareholder (alone or when taken together with the voting rights held by any person acting in concert with him or by a connected person) increasing the voting rights attached to its Equity Shares in excess of 19.5% of the total number of voting rights attached to the total number of Equity Shares in issue from time to time, such Shareholder shall only be entitled to such Additional Excess Votes as increases the voting rights attached to its Equity Shares (together with the voting rights held by any person acting in concert with him or by a connected person) to 19.5% and any Additional Excess Votes which such Shareholder does not receive as a result will be distributed pro rata amongst and exercisable instead by those Shareholders who do not fall within Articles 14.4.1, 14.4.2, 14.4.3 or this Article 14.4.4.

- 14.5 The holder of the Non-Voting Equity Shares may at any time and in its sole discretion elect by notice to the Company that the Non-Voting Equity Shares shall with immediate effect cease to be Non-Voting Equity Shares whereupon the Non-Voting Equity Shares shall have full voting rights.
- 14.6 Subject to the special rights of the A Shares specified in Articles 2.3 to 2.11, the Equity Shares and Non-Voting Equity Shares shall in all respects other than votes rank *pari passu*.
- 14.7 The Company shall update its records accordingly and shall promptly notify all Shareholders of the receipt and effect of any such notice.

**Method of voting**

- 14.8 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll):

14.8.1 in the case of a general meeting held partly or (to the extent permitted by Law) wholly by means of electronic facility or facilities, the chairman of the meeting, in his absolute discretion, determines that he would be unable to determine the result of a vote on a show of hands, in which case the chairman of the meeting shall demand a poll; or

14.8.2 a poll is otherwise properly demanded.

Any such poll shall be deemed to have been validly demanded at the time fixed for the holding of the meeting to which it relates.

- 14.9 Subject to the Act, a poll may be demanded by:

14.9.1 the chairman of the meeting, or

14.9.2 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 (present in person or by proxy entitled to vote).

- 14.10 Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

**Procedure if poll demanded**

- 14.11 If a poll is properly demanded it shall be taken in such manner as the chairman of the meeting shall direct and he may appoint scrutineers who need not be Shareholders and may adjourn the meeting to some place and time fixed by him for the purpose of 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.

**When poll to be taken**

- 14.12 A poll demanded on the election of a chairman of a meeting, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in such manner (including the use of ballot, voting papers, tickets or electronic means or any combination thereof) either forthwith or on such date (being not later than thirty days after the date of the demand) and at such time and place, and by such means of attendance and participation (including at such place or places and/or by means of such electronic facility or facilities) as the chairman of the meeting shall direct. It shall not be necessary (unless the chairman of the meeting otherwise directs) for notice to be given of a poll.

**Continuance of other business after poll demand**

- 14.13 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, and it may be withdrawn with the consent of the chairman of the meeting at any time before the close of the meeting or the taking of the poll, whichever is the earlier, and in that event shall not invalidate the result of a show of hands declared before the demand was made.

**Voting on a poll**

- 14.14 On a poll votes may be given either personally or by proxy or by a representative (in the case of a corporate member) and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

**Casting vote of chairman**

- 14.15 In the case of an equality of votes at a general meeting, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to an additional or casting vote.

**Votes of joint holders**

- 14.16 In the case of joint holders of a Share 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, for this purpose, seniority shall be determined by the order in which the names stand in the register in respect of the joint holding.

**No right to vote where sums overdue on Shares**

- 14.17 No Shareholder shall, unless the Board otherwise decides, be entitled to vote, either personally or by proxy or by a representative (in the case of a corporate member), at any general meeting of the Company or at any separate general meeting of the holders of any class of Shares in respect of any of his Shares unless all calls or other sums presently payable by him in respect of such Shares have been paid.
- 14.18 Any redistribution of voting rights resulting from Article 14.17 shall be made *mutatis mutandis* in accordance with the rules set out in Article 14.4.

**Suspension of voting rights where non-disclosure of interests**

- 14.19 Where any shareholder fails to comply with any notice given by the Company pursuant to Article 10 within twenty-one days of service of the relevant notice by the Board in accordance with Article 10, the Company may, in addition to any other remedy it may have under these Articles, the Act or otherwise, give the holder a further notice to the effect that from the service of the further notice the Shares registered in the name of that holder will not confer on such holder any right to attend or vote either personally or by proxy at any general meeting of the Company or at any separate general meeting of the holders of Shares of the same class until the former notice has been complied with and accordingly those Shares shall not confer any right attend or vote. Any further notice given pursuant to this Article 14.19 may be cancelled by the Board at any time and shall automatically cease to have effect in respect of any Shares transferred upon registration of the relevant transfer.
- 14.20 Any redistribution of voting rights resulting from Article 14.19 or any other Article shall be made *mutatis mutandis* in accordance with the rules set out in Article 14.4.

**Objections or errors in voting**

- 14.21 If:
- 14.21.1 any objection shall be raised to the qualification of any voter; or

14.21.2 any votes have been counted which ought not to have been counted or which might have been rejected; or

14.21.3 any votes are not counted which ought to have been counted,

the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman of the meeting decides that the same may have affected the decision of the meeting. The decision of the chairman of the meeting on such matters shall be conclusive.

#### **Voting on behalf of an incapable Shareholder**

14.22 A Shareholder in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote, whether on a show of hands or on a poll, by any person authorised in such circumstances to do so on his behalf and that person may vote on a poll by proxy PROVIDED THAT evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote has been delivered at the office (or at such other place as may be specified in accordance with these Articles for the delivery of instruments appointing a proxy) not later than the last time at which an instrument of proxy should have been delivered in order to be valid for use at that meeting or on the holding of that poll.

### **15 PROXIES**

#### **Execution of Proxies**

15.1 Subject to Article 15.2, an instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney authorised in writing or, if the appointer is a corporation, either under its seal or otherwise executed by it in accordance with the Act signed on its behalf by an officer, attorney or duly authorised signatory. A proxy need not be a Shareholder.

#### **Form of proxy**

15.2 Instruments of proxy shall be in any usual form or in such other form as the Board may approve and the Board may, if it thinks fit, but subject to the provisions of the Act, send out with the notice of any meeting forms of instrument of proxy for use at the meeting, and subject to the Act, the Board may accept the appointment of a proxy received by electronic means on such terms and subject to such conditions as it considers fit. *The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit.* The instrument of proxy shall, unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

#### **Delivery of proxies**

15.3 The instrument appointing a proxy and (if required by the Board) any authority under which it is executed or a copy of the authority, certified notarially or in some other manner approved by the Board, must:

15.3.1 in the case of a general meeting or an adjourned meeting:

- (a) be delivered in hard copy form to the office or another place in the United Kingdom specified in the notice convening the meeting or in the form of appointment of proxy or other accompanying document sent by the Company in relation to the meeting (a **proxy notification address**) not less than 48 hours before the time appointed for the holding of the meeting (or adjourned meeting) at which the person named in the form of appointment of proxy proposes to vote or

to the place of the meeting at any time before the time appointed for the holding of the meeting; or

- (b) to the extent permitted by the Act, be sent using electronic communications to the Company at the electronic address specified (or deemed to have been specified) by the Company for that purpose (a **proxy notification electronic address**):

- (i) in the notice calling the meeting;
- (ii) in an instrument of proxy sent out by the Company in relation to the meeting;
- (iii) in an invitation to appoint a proxy issued by the Company in relation to the meeting; or
- (iv) on a website maintained by or on behalf of the Company on which any information relating to the meeting is required by the Act to be kept,

so as to be received by the Company at such proxy notification electronic address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote;

- 15.3.2 in the case of a proxy notice given in relation to a poll taken more than 48 hours after it was demanded, be delivered or received at a proxy notification address or a proxy notification electronic address not less than 24 hours before the time appointed for the taking of the poll; and

- 15.3.3 in the case of a proxy notice given in relation to a poll taken not more than 48 hours after it was demanded, or in the case of an adjourned meeting to be held 48 hours or less after the time fixed for holding the original meeting, received at a proxy notification address or a proxy notification electronic address before the end of the meeting at which the poll was demanded.

- 15.4 In calculating when a proxy notice is to be delivered, no account is to be taken of any part of a day that is not a working day. A notice revoking the appointment of a proxy must be given in accordance with the Act.

- 15.5 Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person at the meeting or poll concerned.

#### **Maximum validity of proxy**

- 15.6 No instrument appointing a proxy shall be valid after twelve months have elapsed from the date named in it as the date of its execution or, in the case of an appointment of proxy delivered by electronic means, for twelve months from the date of delivery, unless otherwise specified by the Board.

#### **Cancellation of proxy's authority**

- 15.7 A vote given or poll demanded by a 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 in writing of the determination was received by the Company at the office (or such other place in the United Kingdom as was specified for the delivery of instruments of proxy in the notice convening the meeting or other accompanying document) 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.



## 16 INCORPORATED SHAREHOLDERS

Any corporation which is a Shareholder may, by resolution of its directors or other governing body, authorise such person or persons as it thinks fit to act as its representative (or, as the case may be, representatives) at any general meeting of the Company or at any separate meeting of the holders of any class of Shares. A person so authorised shall be entitled to exercise the same power on behalf of the grantor of the authority (in respect of that part of the grantor's holding to which his authorisation relates, in the case of an authorisation of more than one person) as the grantor could exercise if it were an individual Shareholder, and the grantor shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it.

## 17 DIRECTORS

### Number and appointment of Directors

- 17.1 The number of Directors shall be not less than five nor more than 14. A person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution or a decision of the directors.

### Board Composition

- 17.2 BBVA shall be entitled, from time to time, to appoint to, and remove from, the Board:

17.2.1 one non-executive Director, provided that the voting rights held by BBVA or its Related Corporate Transferees are equal to or greater than 10% and less than 20% of the total voting rights; or

17.2.2 two non-executive Directors, provided that the voting rights held by BBVA or its Related Corporate Transferees are equal to or greater than 20%,

(each a **BBVA Director**) provided that (i) the Company, acting reasonably is satisfied that the proposed BBVA Director is fit and proper (as required by FSMA), and (ii) such directors have been approved by the PRA (or FCA as appropriate) in advance of their appointment (where the director is to hold either a FCA or PRA designated senior management function and pre-approval by the relevant regulator is a requirement).

- 17.3 Any subsequent appointments and removals of an BBVA Director by BBVA shall be made by BBVA giving notice in writing to the Company which shall, to the extent permitted by applicable Law and subject to advance approval by the PRA, take effect immediately upon receipt of the notice by the Company or such later date specified by BBVA in the notice.

- 17.4 Schrodgers shall be entitled, from time to time, to appoint to, and remove from, the Board one non-executive Director (a **Schrodgers Director**), provided that the aggregate holdings of Schrodgers and its Related Corporate Transferees is equal to or in excess of 20% of the total number of all Equity Shares in issue from time to time, and provided that (i) the Company, acting reasonably is satisfied that the proposed Schrodgers Director is fit and proper (as required by FSMA), and (ii) such director has been approved by the PRA (or FCA as appropriate) in advance of his appointment (where the director is to hold either a FCA or PRA designated senior management function and pre-approval by the relevant regulator is a requirement).

- 17.5 Any subsequent appointment and removal of a Schrodgers Director pursuant to Article 17.4 shall be made by Schrodgers giving notice in writing to the Company which shall, to the extent permitted by applicable Law, take effect immediately upon receipt of the notice by the Company or such later date specified by Schrodgers in the notice.

- 17.6 Tosca shall be entitled, from time to time, to appoint to, and remove from, the Board one non-executive Director (a **Tosca Director**), provided that the aggregate holdings of Tosca and its Related Corporate Transferees is equal to or in excess of 20% of the total number of Equity Shares in issue from time to time, and provided that (i) the Company, acting reasonably is

satisfied that the proposed Tosca Director is fit and proper (as required by FSMA), and (ii) such director has been approved by the PRA (or FCA as appropriate) in advance of his appointment (where the director is to hold either a FCA or PRA designated senior management function and pre-approval by the relevant regulator is a requirement).

- 17.7 Any subsequent appointment and removal of a Tosca Director pursuant to Article 17.6 shall be made by Tosca giving notice in writing to the Company which shall, to the extent permitted by applicable Law, take effect immediately upon receipt of the notice by the Company or such later date specified by Tosca in the notice.
- 17.8 Notwithstanding Article 17.1, a person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by notice in writing to the Company by a person holding in excess of 50% of the total number of Equity Shares in issue from time to time.

#### **Directors' fees**

- 17.9 Any fees payable to each of the Directors shall be determined by the Board from time to time.

#### **Age of Directors**

- 17.10 No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be re-appointed or appointed, as the case may be, as a Director notwithstanding that he had then attained the age of 70, and no special notice need be given of any resolution for the re-appointment or appointment or approval of the appointment of a Director at any age and it shall not be necessary to give the Shareholders notice of the age of any Director or person proposed to be so re-appointed or appointed.

#### **Vacation of office by Directors**

- 17.11 Notwithstanding the other provisions of this Article 17, the office of Director shall be vacated if:
- 17.11.1 the Director becomes bankrupt or insolvent or makes any arrangement or composition with his creditors generally; or
  - 17.11.2 the Director becomes prohibited from being a Director by reason of any order made under the Company Directors Disqualification Act 1986 or otherwise prohibited by law from being a Director; or
  - 17.11.3 a registered medical practitioner who is treating that Director gives a written opinion to the Company stating that that Director has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
  - 17.11.4 the Director resigns his office by notice in writing to the Company; or
  - 17.11.5 the Director is sentenced to a term of imprisonment (whether or not suspended); or
  - 17.11.6 the Director is absent without the permission of the Board from meetings of the Board for six consecutive months and the Board resolves that his office is vacated; or
  - 17.11.7 in the case of a Director who holds any executive office, ceases to hold such office (whether because his appointment is terminated or expires) and the majority of the other Directors resolve that his office be vacated.

#### **Shareholding qualification**

- 17.12 No shareholding qualification for Directors shall be required.

#### **Appointment of alternate**

- 17.13 Any Director (other than an alternate Director) may appoint any other Director, or any other person willing to act (provided that such person has been approved by the PRA), to be an alternate Director and may remove from office an alternate Director so appointed by him and the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall act as an alternate for more than one Director, he shall not be counted more than once for the purposes of the quorum at meetings of the Board.

An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company, from time to time direct.

#### **Functions of alternate**

- 17.14 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 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.

#### **Alternate's appointor ceases to be a Director**

- 17.15 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

#### **Notice of appointment or removal of alternate**

- 17.16 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 Board.

#### **Responsibility of alternate for own acts**

- 17.17 Save as otherwise provided in the 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.

### **18 ASSOCIATE AND OTHER DIRECTORS**

The Board may from time to time, and at any time, pursuant to this Article 18 appoint any other persons to any post with such descriptive title including that of director (whether as associate, executive, group, divisional, departmental, deputy, assistant, local or advisory director or otherwise) as the Board may determine and may define, limit, vary and restrict the powers, authorities and discretions of persons so appointed and may fix and determine their remuneration and duties, and subject to any contract between him and the Company, may remove from such post any person so appointed. A person so appointed shall not be a Director for any of the purposes of these Articles or of the Act, and accordingly shall not be a member of the Board or (subject to Article 22.11) of any committee thereof, nor shall he be entitled to be present at any meeting of the Board or of any such committee, except at the request of the Board or of such committee, and if present at such request he shall not be entitled to vote thereat.

### **19 ADDITIONAL REMUNERATION EXPENSES AND PENSIONS**

#### **Additional remuneration**

- 19.1 Any Director who, by request, goes or resides abroad for any purposes of the Company or who performs services which, in the opinion of the Board, go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in

profits or otherwise) as the Board may determine in addition to any remuneration provided for by or pursuant to any other Article.

#### **Expenses**

- 19.2 Each Director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings of the Company or any other meeting which as a Director he is entitled to attend and shall be paid all expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director.

#### **Pensions and gratuities for Directors**

- 19.3 The Board may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any Director or former Director or the relations, connections or dependants of any Director or former Director who may hold or may have held an executive or other office or place of profit under the Company or any body corporate which is or has been its subsidiary undertaking or any predecessor in business of the Company. No Director or former Director shall be accountable to the Company or the Shareholders for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director.

### **20 DIRECTORS' INTERESTS**

#### **Directors' conflicts of interest – Board approval for Situational Conflicts**

- 20.1 If a situation arises or exists in which a Director has or could have a Situational Conflict, without prejudice to the provisions of Article 20.3, the Director concerned, or any other Director, may propose to the Board that such Situational Conflict be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the Situational Conflict in question. Subject to the Act, the Directors may authorise such Situational Conflict and the continuing performance by the relevant Director of his duties as a Director of the Company on such terms as they may think fit.
- 20.2 The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such Situational Conflict nor be entitled to vote on the resolution authorising it.

#### **Directors' Situational Conflicts – shareholder approval**

- 20.3 Notwithstanding the provisions of Article 20.1, the holders of a majority of all the issued Equity Shares from time to time may, at any time, by notice in writing to the Company, authorise, on such terms as they shall think fit and shall specify in the notice:

- 20.3.1 any Situational Conflict which has been notified to the Board by any Director under Article 20.1; or
- 20.3.2 any Situational Conflict which has been notified to the Board by the chairman of the Board (if any) under Article 20.1 and which arises by virtue of his appointment or proposed appointment as a director or other officer of, and/or his holding of shares or other securities (whether directly or indirectly) in, any company other than a Group Company (a **Chairman's Interest**),

(whether or not the matter has already been considered under, or deemed to fall within, Article 20.1). For the avoidance of doubt, the holders of all the Equity Shares in issue at the relevant time shall not be required to give their consent for the authorisation pursuant to this Article 20.3 to be valid.

- 20.4 No contract entered into shall be liable to be avoided by virtue of:

- 20.4.1 any Director having an interest of the type referred to in Article 20.1 where the relevant Situational Conflict has been approved as provided by that Article or which is authorised pursuant to Article 20.3; or
- 20.4.2 the chairman of the Board (if any) having a Chairman's Interest which has been approved by the Board under Article 20.1 or which is authorised pursuant to Article 20.3.

#### **Directors' conflicts of interest – Transactional Conflicts**

- 20.5 The provisions of Articles 20.1 to 20.4 shall not apply to Transactional Conflicts but the following provisions of this Article 20.5 and Article 20.6 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the Act.
- 20.6 Without prejudice to the obligation of each Director to declare an interest in accordance with the Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which he has a duty. Having so declared any such interest or duty he may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted.

### **21 POWERS AND DUTIES OF THE BOARD**

#### **General powers of the Company vested in Board**

- 21.1 Subject to the provisions of the Act, these Articles and to any directions given by the Company in general meeting by special resolution, the business of the Company shall be managed by the Board which may exercise all the powers of the Company whether relating to the management of the business of the Company or not. No alteration of these Articles and no special resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that resolution had not been passed. The powers given by this Article 21 shall not be limited by any special power given to the Board by any other Article.

#### **Powers of attorney**

- 21.2 The Board may, by power of attorney or otherwise, appoint any person or persons to be the attorney or attorneys of the Company upon such terms (including terms as to remuneration) as it may decide and may delegate to any person or persons so appointed any of its powers, authorities and discretions (with power to sub-delegate). The Board may remove any person or persons appointed under this Article 21.2 and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

#### **Delegations to individual Directors**

- 21.3 The Board may entrust to and confer upon any Director any of its powers, authorities and discretions upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, authorities and discretions and may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

#### **Official seals**

- 21.4 The Company may exercise all the powers conferred by the Act with regard to having official seals and those powers shall be vested in the Board.

### **Provisions for employees**

- 21.5 The Board may exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiary undertakings in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary undertaking.

### **Borrowing Powers**

- 21.6 Subject as provided in these Articles, the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital and, subject to the Statutes, to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.

### **Appointment of the Chief Executive Officer**

- 21.7 The Board shall appoint the Chief Executive Officer by majority in accordance with these Articles. The Board shall consult with BBVA on the matter of the appointment of the Chief Executive Officer. The consultation process shall include consulting with BBVA on the list of potential candidates, providing BBVA with such information in relation to each potential candidate as BBVA may reasonably require and, on request by BBVA, arranging for BBVA to meet any potential candidate.

## **22 PROCEEDINGS OF THE BOARD**

### **Board meetings**

- 22.1 The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Director at any time may, and the secretary on the requisition of a Director at any time shall, summon a Board meeting.
- 22.2 Board meetings shall be held no fewer than four times in each calendar year.

### **Notice of Board meetings**

- 22.3 10 days' prior notice shall be given of each meeting of the Board (except in the case of an emergency or in order to comply with any timetable laid down by these Articles). Notice of a Board meeting shall be deemed to be properly given to a Director if it is given to him personally or sent in writing to him by facsimile transmission to such number as the Director may have notified to the Company for this purpose or, if no such number has been notified, by first class pre-paid post (or by first class pre-paid airmail if from one country to another country) at his last known address or any other address given by him to the Company for this purpose (whether or not within the United Kingdom). Such notice shall, unless the Board otherwise determines, include an agenda of the business to be considered at that meeting. A Director may waive notice of any meeting either prospectively or retrospectively.

### **Quorum**

- 22.4 When a BBVA Director has been appointed, the quorum for the transaction of business of the Board shall be five Directors, three of whom shall be non-executive Directors, of whom at least one shall be a BBVA Director (or his alternate) provided that, if no BBVA Director (or his alternate) or a quorum is present within two hours of the time notified for such meeting, then the meeting shall be adjourned and provided that at least five Business Days' notice of the adjourned meeting (except in the case of an emergency or in order to comply with any timetable laid down by these Articles) has been given to all Directors (including all of the BBVA Directors) in accordance with Article 22.3, the quorum for the transaction of such Business at such meeting shall be five Directors of whom at least three shall be non-executive Directors.

- 22.5 When no BBVA Director has been appointed, the quorum for the transaction of business of the Board shall be five Directors, three of whom shall be non-executive Directors, provided that, if no quorum is present within two hours of the time notified for such meeting, then the meeting shall be adjourned and provided that at least five Business Days' notice of the adjourned meeting (except in the case of an emergency or in order to comply with any timetable laid down by these Articles) has been given to all Directors in accordance with Article 22.3, the quorum for the transaction of such Business at such meeting shall be five Directors of whom at least three shall be non-executive Directors.

#### **Directors below minimum through vacancies**

- 22.6 The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in their number but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies or of summoning general meetings of the Company but not for any other purpose.

#### **Appointment of chairman**

- 22.7 The Board shall appoint one of the Directors to be the chairman of the Board. Unless he is unwilling to do so, the chairman of the Board shall act as chairman of every meeting of the Board. In the case of an equality of votes at a meeting of the Board, the chairman shall not be entitled to an additional or casting vote.

#### **Absence of chairman**

- 22.8 If at any meeting of the Directors the chairman of the Board is not present within thirty minutes after the time appointed for holding the meeting and willing to act, the Directors present may choose another of their number who is present to be chairman of that meeting.

#### **Competence of meetings**

- 22.9 A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.

#### **Voting**

- 22.10 Except as otherwise provided in these Articles, at any meeting of the Board, each Director shall be entitled to cast one vote on each matter put to the vote. Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall not have a second or casting vote. A Director who is also an alternate Director shall be entitled, in the absence of his appointor, to a further vote in addition to his own vote and an alternate Director who is appointed by two or more Directors shall be entitled to a separate vote on behalf of each of his appointors in the appointor's absence.

#### **Delegation to committees**

- 22.11 The Board may, for such purposes as it may be required by law or as it may consider appropriate, resolve to delegate any of its powers, authorities and discretions (including, without prejudice to the generality of the foregoing, all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) (with power to sub-delegate) to any committee, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in

these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board.

- 22.12 BBVA is entitled from time to time to appoint and remove any one BBVA Director as a member of the risk committee and any one BBVA Director as a member of the remuneration and nominations committee (each such BBVA Director to be designated as a **BBVA Member of the Committee**):

22.12.1 any subsequent appointments and removals of a BBVA Member of the Committee by BBVA shall be made by BBVA giving notice in writing to the Company which shall, to the extent permitted by applicable law, take effect immediately upon receipt of the notice by the Company or such later date specified by BBVA in the notice; and

22.12.2 the Board shall formally appoint the BBVA Members of the Committees to or, as applicable, remove from, such committees as required under this Article 22.12.

#### **Resolution in writing**

- 22.13 A resolution in writing executed by all the Directors for the time being entitled to receive notice of a meeting of the Board (if that number is sufficient to constitute a quorum) or by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of the committee properly called and constituted. The resolution may be contained in one document or in several documents in like form each executed by one or more of the Directors or the members of the committee concerned.

#### **Validity of acts of the Board or committee**

- 22.14 All acts done by the Board or by any committee or by any person acting as a Director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or committee or person so acting or that they or any of them were disqualified or had vacated office, be as valid as if each such member or person had been properly appointed and was qualified and had continued to be a Director or member of the committee.

#### **Board meetings by telephone**

- 22.15 Any Director or alternate Director may validly participate in a meeting of the Board or a committee of the Board 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. 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 fewer than two Directors or alternate Directors are physically present at the same place. 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.

- 22.16 All civil, criminal, arbitration, administrative, demand or other proceedings brought against any of the Directors in any jurisdiction, as a result of any act or omission by him in the course of his duties to the Company shall be monitored and pursued under the direction of the Company's audit committee.

#### **Related Party Transactions**

- 22.17 The Company shall not enter into any transaction with a Shareholder or Director or any of their Connected Persons unless (a) it is on no worse than arm's length terms for the Company and (b) it has been approved either by the Board (which shall not include any Director who, or whose Connected Person, is interested in the transaction).



### **Board Observers**

- 22.18 For such period of time as the aggregate holdings of Schroders and its Related Corporate Transferees is in excess of 10% of all the Equity Shares, and provided that no Schroders Director is in office, Schroders shall be entitled to appoint an observer to the Board upon notifying the Board of its desire to do so. Such observer shall be entitled to speak at such meetings but shall not be entitled to vote on any matter. Such observer will receive notice of all meetings of the Board in accordance with Article 22.3.
- 22.19 For such period of time as the aggregate holdings of Tosca and its Related Corporate Transferees is in excess of 10% of all the Equity Shares, and provided that no Tosca Director is in office, Tosca shall be entitled to appoint an observer to the Board upon notifying the Board of its desire to do so. Such observer shall be entitled to speak at such meetings but shall not be entitled to vote on any matter. Such observer will receive notice of all meetings of the Board in accordance with Article 22.3.
- 22.20 From the first point in time that BBVA holds at least 30% of the total number of voting rights in the Company, and thereafter for such period of time as the voting rights held by BBVA and its Related Corporate Transferees are in aggregate equal to or greater than 10% of the total voting rights in the Company, BBVA shall from time to time be entitled to appoint, and remove, an observer to the Board upon notifying the Board of its desire to do so. Any subsequent appointments or removals of the BBVA observer shall also be notified to the Board by BBVA. Such observer appointed by BBVA shall:
- 22.20.1 be entitled to speak at such meetings, but shall not be entitled to vote on any matter; and
- 22.20.2 receive notice of all meetings of the Board in accordance with Article 22.3.

### **23 SEALS**

- 23.1 Any common seal may only be used by the authority of the Directors.
- 23.2 The Directors may decide by what means and in what form any common seal is to be used.
- 23.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 23.4 For the purposes of this Article, an authorised person is:
- 23.4.1 any Director of the Company;
- 23.4.2 the company secretary (if any); or
- 23.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.
- 23.5 Any instrument executed by the Company in such manner as the Board, having regard to the Act, may authorise shall have the same effect as if executed under the seal.

### **24 DIVIDENDS AND OTHER PAYMENTS**

#### **Declaration of dividends by the Company**

- 24.1 Subject to the provisions of the Act and of these Articles, the Company may by ordinary resolution from time to time declare dividends in accordance with the respective rights of the Equity Shareholders, but no dividend shall exceed the amount recommended by the Board.

#### **Payment of interim dividends by the Board**

- 24.2 Subject to the provisions of the Act and of these Articles, the Board may pay such interim dividends as appear to the Board to be justified by the financial position of the Company and may also pay any dividends payable at a fixed rate at intervals settled by the Board whenever the financial position of the Company, in the opinion of the Board, justifies its payment. If the Board acts in good faith, it shall not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer in consequence of the payment of an interim dividend on any Shares having non-preferred or deferred rights.

#### **Dividends paid according to amount of, and period during which, Shares paid up**

- 24.3 Except in so far as the rights attaching to, or the terms of issue of, any Share otherwise provide:
- 24.3.1 all dividends shall be declared and paid according to the amounts paid up on the Shares in respect of which the dividend is paid, but no amount paid up on a Share in advance of calls shall be treated for the purposes of this Article 24 as paid up on the Share; and
- 24.3.2 all dividends shall be apportioned and paid pro rata according to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid.

#### **Payment of dividends otherwise than in cash**

- 24.4 Any general meeting declaring a dividend may, upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or partly by the distribution of specific assets and in particular of fully paid shares or debentures of any other company, and the Board shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Board may settle it as it thinks expedient, and in particular may ignore fractions and fix the value for distribution of such specific assets or any part thereof and may determine that cash payment shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of those entitled to participate in the dividend, and may vest any such specific assets in trustees, upon trust for the Shareholders entitled to the dividend, as may seem expedient to the Board.

#### **Amounts due on Shares may be deducted from dividends**

- 24.5 The Board may deduct from any dividend or other moneys payable to a Shareholder by the Company on or in respect of any Shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of Shares.

#### **No interest on dividends**

- 24.6 Save as provided in these Articles, no dividend or other moneys payable by the Company on or in respect of any Share shall bear interest against the Company. Any dividend which has remained unclaimed for 12 years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

#### **Payment procedure**

- 24.7 Any dividend or other sum payable by the Company in respect of a Share may be paid by cheque or warrant sent by post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the register in respect of the Shares at his address as appearing in the register or addressed to such person and at such address as the holder or joint holders may in writing direct or by telegraphic transfer to the account notified in writing to the Company in the name of the holder (or, in the case of joint holders, in the name of the holder whose name stands first in the register in respect of the Share). Every cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on

the register in respect of the Shares, and shall be sent at his or their risk, and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means and to or through such person as the holder or joint holders may in writing direct, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the Shares held by them. Where a person is entitled by transmission to a Share, any dividend or other sum payable by the Company in respect of the Share may be paid as if he was a holder of the Share and his address noted in the register was his registered address.

**Payment may be withheld**

- 24.8 The Board may withhold dividends payable on Shares if those Shares represent not less than 0.25% by number of their class and there has been a failure to comply with a notice requiring disclosure of interests in the Shares (in accordance with Article 10) unless the Shareholder has not, and proves that no other person has, failed to supply the required information.

**25 CAPITALISATION OF RESERVES**

**Power to capitalise reserves and funds**

- 25.1 The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution and accordingly that the amount to be capitalised be set free for distribution among the Shareholders or any class of Shareholders who would be entitled to it if it were distributed by way of dividend and in the same proportions, on the footing that it is applied either in or towards paying up the amounts for the time being unpaid on any Shares held by those Shareholders respectively or in paying up in full unissued Shares, debentures or other obligations of the Company to be allotted and distributed, credited as fully paid up, among those Shareholders, or partly in one way and partly in the other, but so that, for the purposes of this Article 25, a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits, may be applied only in paying up in full unissued Shares. The Board may authorise any person to enter into an agreement with the Company on behalf of the persons entitled to participate in the distribution providing for the allotment to them respectively of any Shares, debentures or other obligations of the Company to which they are entitled on the capitalisation and the agreement shall be binding on those persons.
- 25.2 Without prejudice to the generality of Article 25.1, the Directors are authorised to:
- 25.2.1 capitalise an amount equal to the aggregate nominal value of the total number of Anti-Dilution Shares to be issued pursuant to Articles 2.3 to 2.5 standing to the credit of the share premium account, capital redemption reserve or any reserve or fund representing unrealised profits for the purpose of issuing such Anti-Dilution Shares; and
- 25.2.2 appropriate such sum to be capitalised pursuant to Article 25.2.1 in paying up the Anti-Dilution Shares and to allot and issue the Anti-Dilution Shares, credited as fully paid up, to the A Shareholders.

**Settlement of difficulties in distribution**

- 25.3 Where any difficulty arises in regard to any distribution of any capitalised reserve or fund the Board may settle the matter as it thinks expedient and in particular may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Shareholders in order to adjust the rights of all parties, as may seem expedient to the Board.

## **26 RECORD DATES**

### **Power to choose any record date**

- 26.1 Subject to provisions of the Act, notwithstanding any other provision of these Articles, the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made.

## **27 ACCOUNTING RECORDS**

### **Records to be kept**

- 27.1 The Board shall cause to be kept accounting records sufficient to give a true and fair view of the state of the Company's affairs and to show and explain its transactions, in accordance with the Act.

### **Inspection of records**

- 27.2 The accounting records shall be kept at the office or, subject to the provisions of the Act, at such other place or places as the Board may think fit and shall always be open to inspection by the officers of the Company.

## **28 SERVICE OF NOTICES AND OTHER DOCUMENTS**

- 28.1 Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.
- 28.2 Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person personally or by sending it by first-class post in a pre-paid envelope addressed to such Shareholder or other person at his postal address (as appearing in the Company's register of members in the case of Shareholders) or (except in the case of Sale Notices and share certificates) by sending or supplying it in electronic form or by website communication in accordance with Articles 28.4 and 28.5. Sale Notices shall be sent to or served upon the relevant person as required by these Articles in hard copy and delivered personally or sent by first-class post in a pre-paid envelope and shall not be sent in electronic form.
- 28.3 In the case of a Shareholder Communication (including a Sale Notice) sent by post, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted.
- 28.4 Subject to the provisions of the Statutes, any Shareholder Communication (except a Sale Notice or a share certificate) will be validly sent or supplied by the Company to a person if sent or supplied in electronic form provided that person has agreed (generally or specifically) (or, if the person is a company and is deemed by the Statutes to have agreed) that the communication may be sent or supplied in that form and:
- 28.4.1 the Shareholder Communication is sent in electronic form to such address as may for the time being be notified by the relevant person to the Company (generally or specifically) for that purpose or, if that relevant person is a company, to such address as may be deemed by a provision of the Statutes to have been so specified; and
- 28.4.2 that person has not revoked the agreement.
- 28.5 Subject to the provisions of the Statutes, any Shareholder Communication (except a Sale Notice or a share certificate) will be validly sent or supplied by the Company to a person if it is made available by means of a website communication where that person has agreed, or is deemed by

the Statutes to have agreed (generally or specifically) that the communication may be sent or supplied to him in that manner and:

- 28.5.1 that person has not revoked the agreement;
  - 28.5.2 the person is notified in a manner for the time being agreed for the purpose between the person and the Company of:
    - (a) the presence of the Shareholder Communication on the Company's website;
    - (b) the address of that website; and
    - (c) the place on that website where the Shareholder Communication may be accessed and how it may be accessed; and
  - 28.5.3 the Shareholder Communication continues to be published on the Company's website throughout the period specified in the Act, provided that if it is published on the website for part but not all of such period, the Shareholder Communication will be treated as published throughout that period if the failure to publish it throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.
- 28.6 When any Shareholder Communication is sent by the Company in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder, and in the case of the provision of a Shareholder Communication by website communication, it shall be deemed to have been received when it was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that it was available on the website pursuant to Article 28.5.2.
- 28.7 Where in accordance with these Articles a Shareholder or other person is entitled or required to give or send to the Company a notice in writing (other than a Sale Notice), the Company may, in its absolute discretion, (or shall, if it is deemed to have so agreed by any provision of the Statutes) permit such notices (or specified classes thereof) to be sent to the Company in such electronic form and at such address as may from time to time be specified (or be deemed by the Statutes to be agreed) by the Company (generally or specifically) for the purpose, subject to any conditions or restrictions that the Board may from time to time prescribe (including as to authentication of the identity of the person giving or sending such notice to the Company);
- 28.8 A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company. If, on three consecutive occasions, a notice to a Shareholder has been returned undelivered, such Shareholder shall not thereafter be entitled to receive notices from the Company until he shall have communicated with the Company and supplied in writing to the office a new postal or electronic address for the service of notices. For these purposes, a notice shall be treated as returned undelivered if the notice is sent by post and is returned to the Company (or its agents) or, if sent in electronic form, if the Company (or its agents) receive(s) notification that the notice was not delivered to the address to which it was sent.
- 28.9 In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders. Any provision of this Article 28 which refers to anything agreed, notified or specified by a member shall be deemed to have been validly agreed, notified or specified, notwithstanding any provisions of the Statutes, if agreed, notified or specified by only one and not all of the joint holders of any Shares held in joint names.

#### **Service of notice on person entitled by transmission**

- 28.10 Where a person is entitled by transmission to a Share, any notice or other document shall be served upon or delivered to him as if he was the holder of that Share and his address noted in the register was his registered address. Otherwise, any notice or other document served on or

delivered to a Shareholder pursuant to these Articles shall, notwithstanding that the Shareholder is then dead or bankrupt or that any other event giving rise to the transmission of the Share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served or delivered in respect of any Share registered in the name of that Shareholder as sole or joint holder unless, before the day of posting (or, if it is not sent by post, before the day of service or delivery) of the notice or document, his name has been removed from the register as the holder of the Share. Service or delivery in the foregoing manner shall be deemed for all purposes a sufficient service or delivery of the notice or document on all persons interested (whether jointly with or as claiming through or under him) in the Share.

#### **Presumptions where documents destroyed**

##### **28.11 If the Company destroys:**

- 28.11.1 any share certificate which has been cancelled at any time after a period of one year has elapsed from the date of cancellation; or
- 28.11.2 any instruction concerning the payment of dividends or other moneys in respect of any Share or any notification of change of name or address at any time after a period of two years has elapsed from the date the instruction or notification was recorded by the Company; or
- 28.11.3 any instrument of transfer of Shares which has been registered at any time after a period of six years has elapsed from the date of registration; or
- 28.11.4 any other document on the basis of which any entry is made in the register at any time after a period of six years has elapsed from the date the entry was first made in the register in respect of it,

and the Company destroys the document in good faith and without express notice that its preservation was relevant to a claim, it shall be presumed irrefutably in favour of the Company that every share certificate so destroyed was a valid certificate and was properly cancelled, that every instrument of transfer so destroyed was a valid and effective instrument of transfer and was properly registered and that every other document so destroyed was a valid and effective document and that any particulars of it which are recorded in the books or records of the Company were correctly recorded. Nothing contained in this Article 28.11 shall be construed as imposing upon the Company any liability by reason only of the destruction of any document of the kind mentioned above before the relevant period mentioned in this Article 28.11 has elapsed or of the fact that any other condition precedent to its destruction mentioned above has not been fulfilled. References in this Article to the destruction of any document include references to its disposal in any manner.

## **29 WINDING UP**

#### **Distribution of assets otherwise than in cash**

##### **29.1 If the Company commences a Winding-Up, the liquidator may, with the sanction of a special resolution of the Company and subject to the Act and the Insolvency Act 1986 (as amended):-**

- 29.1.1 divide among the Equity Shareholders in specie the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and, for that purpose, set such values as he deems fair upon any property to be divided and determine how the division shall be carried out as between the different classes of Equity Shareholders; or
- 29.1.2 vest the whole or any part of the assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit;

but no Equity Shareholder shall be compelled to accept any Shares or other assets upon which there is any liability.

#### **Return of capital rights**

- 29.2 On a return of capital on a Winding-Up 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 shall be distributed amongst the Equity Shareholders pro rata to the number of Equity Shares held.

### **30 INDEMNITY AND INSURANCE**

#### **Indemnity of officers**

- 30.1 Subject to, and on such terms as may be permitted by the Act, the Company may:

- 30.1.1 indemnify, out of the assets of the Company, any director of the Company or any associated company against all losses and liabilities which he may sustain or incur in the performance of the duties of his office or otherwise in relation thereto (including, in respect of any director of either the Company or any associated company, where the Company or such associated company acts as trustee of a pension scheme, against liability incurred in connection with the relevant company's activities as trustee of such scheme);
- 30.1.2 provide a Director with funds to meet expenditure incurred or to be incurred by him:
- (a) at any time in defending any civil or criminal proceedings brought or threatened against him; or
  - (b) in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,
- in either case in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable a Director to avoid incurring such expenditure; and
- 30.1.3 purchase and maintain insurance for any Director or former director of the Company or any director or former director of any associated company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any such associated company.

- 30.2 For the purpose of Article 30.1 above, a company will be **associated** with another if one is a subsidiary of the other or both are subsidiaries of the same body corporate as such terms are defined in the Act.

### **31 BUSINESS OF COMPANY**

The Company shall:

- 31.1 keep in force for so long as the relevant person is a director or employee of the Company the policies referred to below and will not take or omit to take any action or permit any action to be taken which might vitiate or invalidate any such policy:
- 31.1.1 such life and permanent incapacity insurance policies as may be specified in any Director's contract of employment or service or terms of appointment from time to time; and

- 31.1.2 full and proper directors' and officers' liability insurance in respect of the Directors and such other officers of the Company as the Board may from time to time determine;
- 31.2 maintain at all times full and proper insurance against such business risks and liabilities with an appropriate insurance company, on such terms and in such amounts as shall accord with good commercial practice and the Company shall procure that such insurances are reviewed by a reputable insurance broker at least once in each calendar year;
- 31.3 prepare and maintain proper accounting records;
- 31.4 conduct the Company's business in accordance with all applicable laws;
- 31.5 take all reasonable steps to procure entry into appropriate non-competition covenants, confidentiality agreements and employment contracts with key employees; and
- 31.6 unless required by law, not disclose details of BBVA for subscribing for Investors Additional Subscription Shares in any press release or other public manner without the prior written consent of BBVA which consent shall not be unreasonably withheld or delayed.

**Matters requiring member approval**

- 31.7 Subject to the provisions of the Act and these Articles, the following matters will require approval by holders of not less than 75% of all the Equity Shares voting (in person or by proxy) on such matter:
  - 31.7.1 significant changes in the nature of the Company's business;
  - 31.7.2 major business acquisitions and disposals outside the ordinary course of business where the consideration is in excess of £20 million; and
  - 31.7.3 a merger of the Company with another entity or a sale of substantially all of the Company's assets.

**Provision of information**

- 31.8 Prior to a Quotation, the Equity Shareholders shall enjoy the following information rights:
  - 31.8.1 the right to receive the audited financial statements within 180 days of the Company's year end (together with the notes thereto and the directors' report and auditors' report thereon); and
  - 31.8.2 the right to receive a quarterly financial update within 45 days of the relevant quarter end,

save that the Company shall be entitled to suspend the rights afforded by this Article to any Shareholder at any time and in any manner in the event that the Board responsibly believes the relevant Shareholder to be a competitor of a Group Company or a person connected with such a competitor (or a nominee of either).
- 31.9 During the period that BBVA is a Shareholder, the Company shall, on request by BBVA, promptly supply BBVA with:
  - 31.9.1 information and regular updates in respect of the operability of the App; and
  - 31.9.2 any information in respect of the Company and its business as BBVA may reasonably require for tax, regulatory or other business operational purposes,

subject to BBVA keeping appropriate confidentiality measures.



### Restrictions on Dilutive Issues

- 31.10 Subject to Article 31.11, the Company shall not, prior to the Conversion Date, undertake any Dilutive Issue which would result in any A Shareholder (the **Affected Shareholder**) acquiring or increasing its level of control over the Company (pursuant to Part XII of the FSMA) as a result of that Dilutive Issue taking into account any Anti-Dilution Shares to be allotted to that Affected Shareholder (or any person(s) acting in concert with them) as a result of one or more Dilutive Transaction(s), but disregarding any other Equity Shares allotted to that Affected Shareholder (or any person(s) acting in concert with them) during the Anti-Dilution Period.
- 31.11 In the event that the circumstances in Article 31.10 apply, the Affected Shareholder(s) shall co-operate in good faith with the Company to make all necessary notifications and applications, and obtain all necessary consents and approvals, required under Part XII of the FSMA in respect of the proposed Dilutive Issue.
- 31.12 The restriction in Article 31.10 shall not apply:
- 31.12.1 where the Affected Shareholder has (if required) received all necessary consents and approvals under Part XII of the FSMA in respect of the proposed Dilutive Issue; or
  - 31.12.2 where the Affected Shareholder gives their prior written consent to the Dilutive Issue.

### Restrictions on reduction of share premium account

- 31.13 The Company shall not, prior to the Conversion Date:
- 31.13.1 capitalise or otherwise reduce or cancel its share premium account, capital redemption reserve or any reserve or fund representing unrealised profits or take any action that could reasonably be expected to result in such reduction or cancellation, save pursuant to Articles 2.3 to 2.5; or
  - 31.13.2 take any steps to delete or amend Article 25.2 authorising the capitalisation of available reserves of the Company for the purposes of Articles 2.3 to 2.5 or to adopt any resolution which could reasonably be expected to result in such authorisation no longer being in place.

## 32 SCHEME OF ARRANGEMENT

### Shares not otherwise subject to the Scheme

- 32.1 In this Article 32, references to the "**Scheme**" are to the scheme of arrangement between the Company and the holders of Ordinary Shares in the capital of the Company dated 16 August 2022, as it may be modified or added to in accordance with its terms, and terms and expressions defined in the Scheme shall have the same meaning when used in this Article 32.
- 32.2 Notwithstanding any other provision in these Articles, if any Ordinary Share is allotted and issued to any person ("**New Member**") other than Atom Holdco Limited (**Holdco**) and/or its nominee(s) after the adoption of this Article 32 and on or before the Scheme Record Time (as such term is defined in the Scheme) (other than any Ordinary Share issued to Holdco or its nominees or any member of its group), such Ordinary Share shall be allotted and issued subject to the terms of the Scheme and shall accordingly constitute a Scheme Share (as such term is defined in the Scheme) for the purposes thereof, and any New Member, and any subsequent holder other than Holdco and/or its nominee(s), shall be bound by the terms of the Scheme.
- 32.3 Subject to the Scheme taking effect, if any Ordinary Share shall be issued after the Scheme Record Time to any New Member, such Ordinary Share shall be allotted and issued on terms that, immediately upon its allotment or issue or, if later, immediately after the Scheme Effective Date (as such term is defined in the Scheme), it shall be transferred to Holdco and/or its nominee(s).

- 32.4 The number of Ordinary Shares to be issued or transferred to the New Member under this Article 32 may be adjusted by the Board following any variation in the share capital of either the Company or Holdco or such other event as the Board considers fair and reasonable on such adjusted terms as the Board may determine provided that no such adjustment may be made unless the auditors of the Company have confirmed in writing to the Board that, in their opinion, such adjustment is fair and reasonable, and provided always that any fractions of Ordinary Shares shall be disregarded and shall be aggregated and sold for the benefit of Holdco.
- 32.5 The consideration for any transfer provided for in Articles 32.2 or 32.3 shall be the allotment and issue by Holdco to the New Member of one ordinary share of £0.00001 each in the capital of Holdco, credited as fully paid, for each Ordinary Share so transferred.
- 32.6 In order to give effect to any transfer required by this Article 32, the secretary or any Director or any person appointed by them may execute and deliver on behalf of the New Member or subsequent holder of Ordinary Shares a form of transfer in favour of Holdco, and agree for and on behalf of such person to become a member of Holdco. Pending the registration of Holdco as holder of any share to be transferred pursuant to this Article 32, Holdco shall be empowered to appoint a person nominated by the directors to act as attorney on behalf of any holder of such share in accordance with such directions as Holdco may give in relation to any dealing with or disposal of such share (or any interest therein), exercising any rights attached thereto or receiving any distribution or other benefit accruing or payable in respect thereof and any holder of such shares shall exercise all rights attached thereto in accordance with the directions of Holdco but not otherwise.