

ARTICLES OF ASSOCIATION
COMPANY NUMBER: 09049797
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
THE HAPPINESS INDEX LTD ("COMPANY")
(ADOPTED BY SPECIAL RESOLUTION PASSED ON 18TH FEBRUARY 2021)

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions set out in this Article 1.1 apply in these articles.

"A Ordinary Shares"	means the A ordinary shares in the Company with such rights and restrictions as are set out in these Articles.
"Acceptance Period"	has the meaning given in Article 34.5.1(b).
"Act"	the Companies Act 2006.
"Allocated Person"	has the meaning given in Article 34.8.1.
"Alternate"	has the meaning given in Article 24.1.
"Appointor"	has the meaning given in Article 24.1.
"Articles"	means the Company's articles of association.
"Asset Sale"	means the sale or other disposal (whether through a single transaction or a series of related transactions) to a Third Party Purchaser of all or substantially all of the undertaking of the Company, or any other Group Company where the undertaking of such other Group Company itself comprises the whole or substantially the whole of the undertaking of the Group.
"Asset Sale Proceeds"	means the aggregate Sale Proceeds (whether in cash or in kind) payable by the Purchaser for the assets which are the subject of an Asset Sale less any taxation payable by any member of the Group in respect of the Asset Sale and any costs and expenses incurred by any member of the Group in connection therewith.
"Authorisation"	has the meaning given in Article 16.2.



“Authorised Person”	: (a) any Director; (b) the company secretary (if any); or (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.
“B Ordinary Shares”	means the B ordinary shares in the Company with such rights and restrictions as are set out in these Articles.
“Bad Leaver”	means a person who ceases to be an Employee at any time and is not a Good Leaver.
“the Board”	means the board of directors of the Company from time to time.
“Capitalised Sum”	has the meaning given in Article 47.1.2.
“Chairman”	the chairman of the Company from time to time.
“Chairman of the Meeting”	the person chairing the relevant general meeting in accordance with Article 50.
“Company”	The Happiness Index Ltd (Company Registration Number: 09049797) whose registered office is at Waverley House 9 Noel Street, Soho, London, England, W1F 8GQ.
“Completion”	completion of the sale of the relevant Sale Shares in accordance with these articles.
“Committed Shareholder”	has the meaning given in Article 36.1
“Conflict”	has the meaning given in Article 16.1.
“Conflicted Director”	has the meaning given in Article 16.1.
“Connected Person”	a person connected with another within the meaning of section 839 of the Income and Corporation Taxes Act 1988.
“Controlling Interest”	an interest (within the meaning of Schedule 1 to the Act) in more than 75% of the Shares.
“Controlling Shares”	has the meaning given in Article 36.1.
“Close Date”	has the meaning given in Article 36.2.

“Director”	a director of the Company, including any person occupying the position of director, by whatever name called.
“Distribution Recipient”	in relation to a Share in respect of which a dividend or other sum is payable: <ul style="list-style-type: none"> (a) the Holder of that Share; (b) if that Share has two or more joint Holders, whichever of them is named first in the register of members; or (c) if the Holder is no longer entitled to that Share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittee.
“Dragged Shareholders”	has the meaning given in Article 35.
“Dragged Shares”	has the meaning given in Article 35.
“Drag Notice”	has the meaning given in Article 35.2.
“Drag Option”	has the meaning given in Article 35.
“Drag Price”	has the meaning given in Article 35.
“Effective Termination Date”	means the date on which the Employee's employment or consultancy terminates.
“Electronic Form”	has the meaning given in section 1168 of the Act.
“Eligible Directors”	in relation to any matter, the Directors who would have been entitled to vote on, and whose votes would have been counted in respect of, that matter had it been proposed as a resolution at a Directors' meeting.
“Eligible Shareholders”	each Shareholder who is a Shareholder at the Transfer Notice Date (excluding the relevant Seller and any other Shareholder who at any time before that date has given (or is deemed to have given) a current Transfer Notice in respect of any Share or who is bound under these articles to give a Transfer Notice in respect of any Share) or, in the event that Article 35.5 applies those persons specified in Article 35.5.
“Employee”	means an individual (other than a Founder) who <ul style="list-style-type: none"> a) is a director of the Company or any member of the Group; or

b) is an employee of the Company or any member of the Group; or

c) provides advisory or consultancy services to the Company or any member of the Group

and for the avoidance of doubt the Founder shall be deemed not to be an "Employee" for the purposes of these Articles.

"Employee Shares"

in relation to an Employee all Shares in the Company held by:

(a) the Employee in question; and

(b) any Permitted Transferee of that Employee (other than those Shares held by those persons that the Board declares itself satisfied were not acquired directly or indirectly from the Employee or by reason of his relationship with the Employee).

"Equity Securities"

has the meaning given in section 560(1) of the Act.

"Expert"

a firm of chartered accountants (acting as an expert and not as an arbitrator) nominated by the parties concerned or, in the event of disagreement as to nomination for a period of seven days, appointed on the application of any of the parties concerned by the President for the time being of the Institute of Chartered Accountants in England and Wales.

"Fair Price"

means:

(a) the price per Sale Share agreed between the relevant Seller and the Company within 10 days after the Transfer Notice Date; or

(b) failing such agreement, the price determined by the Expert pursuant to Article 34.4.

"Founder"

means any person who was a subscriber to the memorandum of the Company upon formation;

"Fully Paid"

in relation to a Share, that the nominal value and any premium to be paid to the Company in respect of that Share have been Paid to the Company.

"Good Leaver"

means a person:

(d) who ceases to be an Employee at any time by reason of:

(i) death; or

- (ii) permanent incapacity; or
- (iii) the Company (or a member of the Group) terminating the Employees' contract of employment or services, as the case may be, by serving notice (in accordance with the terms of that contract) in circumstances where the relevant Employee: (i) is not in breach, nor has been in breach of a significant or fundamental provision of the contract, or (ii) is in breach of the contract but such breach is capable of remedy and is remedied within fifteen (15) days of being notified of such breach by the Company; or
- (iv) dismissal by the Company (or a member of the Group) which is determined by an employment tribunal or a court of competent jurisdiction from which there is no right to appeal to have been unfair (other than a dismissal which is held to be unfair solely on the grounds of a failure by the Company (or a member of the Group) to follow a fair procedure); or
- (e) who ceases to be an Employee at any time for any reason and the Board resolves that he or she should be treated as a Good Leaver;

"Group"	the Company and each Subsidiary.
"Group Company"	any member of the Group.
"Hard Copy Form"	has the meaning given in section 1168 of the Act.
"Holder"	in relation to a Share, the person whose name is entered in the register of members as the holder of that Share from time to time.
Hurdle	means £10,000,000.
"Interested Director"	has the meaning given in Article 17.1.
"Interested Shareholder"	has the meaning given in Article 36.1.
"Non-Cash Consideration"	has the meaning given in Article 35.2.2.
"Majority Decision"	a majority decision taken at a Directors' meeting.
"Ordinary Resolution"	has the meaning given in section 282 of the Act.
"Paid"	paid or credited as paid.

“Participate”	has the meaning given in Article 11.1 and “Participating” shall be construed accordingly.
“Permitted Transfer”	means a transfer of Shares in accordance with Article 33.
“Permitted Transferee”	means any person to whom a Shareholder is permitted to transfer Shares pursuant to Articles 33.1 or 33.2;
“Persons Entitled”	has the meaning given in Article 47.1.2.
“Proposed Controller”	has the meaning given in Article 36.1.
“Proxy Notice”	has the meaning given in Article 56.1.
“Proxy Notification Address”	has the meaning given in Article 57.1.
“Purchaser”	means the purchaser of the Sale Shares or, the case of an Asset Sale, the purchaser of the assets sold by the relevant member of the Group pursuant to the Asset Sale.
“Qualifying Person”	: <ul style="list-style-type: none"> (a) an individual who is a Shareholder; or (b) a person appointed as proxy of a Shareholder in relation to the relevant general meeting.
“Relevant Director”	any director or former director of any Group Company.
“Relevant Loss”	any loss or liability which has been or may be incurred by a Relevant Director in connection with his duties or powers in relation to any Group Company or any pension fund or employees’ share scheme of any Group Company.
“Relevant Proportions”	in relation to the relevant Shareholders, in proportion (as nearly as possible without involving fractions) to the nominal value of the Shares held by them respectively at the date of the Offer Notice.
“Relevant Shares”	has the meaning given in Article 35.
“Sale”	means the acquisition by a Third Party Purchaser in one or more connected transactions of Shares conferring more than 50 per cent of the total voting rights capable of being exercised at general meetings of Shareholders and connected transactions shall include, but is not limited to put and/ or call options entered into by selling Shareholders with a Third Party Purchaser.

“Sale Notice”	has the meaning given in Article 34.8.2.
“Sale Price”	the price per Share at which the relevant Sale Shares are offered to the relevant Eligible Shareholders.
“Sale Proceeds”	means the aggregate consideration (whether in cash or in kind) payable by the Purchaser to the Shareholders for all Shares sold pursuant to the terms of a Sale.
“Sale Shares”	has the meaning given in Article 34..
“Seller”	has the meaning given in Article 34.1.
“Shareholder”	a person who is the Holder of a Share.
“Shareholder Majority”	shall have the meaning given in article 35.1.
“Shares”	means the A Ordinary Shares and B Ordinary Shares of £0.01 each in the share capital of the Company.
“Special Resolution”	has the meaning given in section 283 of the Act.
“Subsidiary”	any company which is a subsidiary of the Company from time to time.
“Tag Offer”	has the meaning given in Article 36.1.
“Tag Notice”	has the meaning given in Article 36.2.
“Tag Price”	has the meaning given in Article 36.2.
“Third Party Purchaser”	any person who is not a Shareholder or a Connected Person of a Shareholder.
“Total Sale Condition”	has the meaning given in Article 34.2.4.
“Transaction”	has the meaning given in Article 17.1.
“Transfer Form”	an instrument of transfer of Shares in any usual form or in any other form approved by the Directors, which is executed by or on behalf of the transferor.
“Transfer Notice”	has the meaning given in Article 34.1.
“Transfer Notice Date”	the date of the relevant Transfer Notice.
“Transfer Offer Notice”	has the meaning given in Article 34.5.
“Transfer Proportions”	in relation to the relevant Eligible Shareholders, in proportion (as nearly as possible without involving

fractions) to the nominal value of the Shares held by them respectively at the Transfer Notice Date.

“Transmittee”	a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.
“Unanimous Decision”	has the meaning given in Article 9.1.
“Uncommitted Shareholder”	has the meaning given in Article 36.1.
“Uncommitted Shares”	has the meaning given in Article 36.1.
“Unsold Shares”	has the meaning given in Article 34.12.2.
“Unsold Shares Notice”	has the meaning given in Article 34.12.
“Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 The rules of interpretation set out in Articles 1.3 to 1.9 (inclusive) apply in these articles.

1.3 A reference to:

1.3.1 a **“person”** includes a reference to:

- (a) any individual, firm, partnership, unincorporated association or company wherever incorporated or situate; and
- (b) that person's legal personal representatives, trustees in bankruptcy and successors;

1.3.2 **“bankruptcy”** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

1.3.3 a **“document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form; and

1.3.4 a **“company”** shall include any company, corporation or other body corporate, however incorporated or established and in whichever jurisdiction.

1.4 Unless the context otherwise requires:

1.4.1 words denoting the singular shall include the plural and vice versa;

1.4.2 words denoting a gender shall include all genders; and

- 1.4.3 references to (or to any specified provision of) these articles or any other document shall be construed as references to these articles, that provision or that document as in force and as amended from time to time.
- 1.5 Unless stated to the contrary, a reference to a statute, statutory provision or subordinate legislation includes a reference to it as modified, replaced, amended and/or re-enacted from time to time (before or after the date of adoption of these Articles) and any prior or subsequent legislation made under it but this Article 1.5 shall not operate so as to impose on any person any greater obligation than would otherwise apply.
- 1.6 Unless the context otherwise requires, words or expressions used in these articles shall have the same meaning as in the Act.
- 1.7 Terms “including”, “include”, “in particular” or similar expression, shall not limit the sense or application of any words preceding those terms.
- 1.8 A reference to an “Article” is to an article of these articles.
- 1.9 A reference to a “**transfer of Shares**” or any similar expression shall include a sale or transfer of any interest in any Shares (whether legal, beneficial or otherwise) and any charge, mortgage or other encumbrance granted over any Shares.

2. MODEL ARTICLES SHALL NOT APPLY

Neither the model articles for private companies limited by shares prescribed pursuant to the Act, nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Company..

3. SHARES

- 3.1 The Company's issued share capital from time to time shall comprise A Ordinary Shares of £0.01 each, and B Ordinary Shares of £0.01 each having the respective rights as set out below.

Dividends

- 3.2 Subject to the remaining requirements of the Act and these Articles, the Board shall have discretion as to whether to declare and pay a dividend.
- 3.3 Subject to the Act and these Articles, the Board shall be entitled to declare dividends in respect of all or some of the classes of Shares as they in their sole discretion decide.
- 3.4 The B Ordinary Shares shall not entitle the holder to receive a dividend.

Capital

- 3.5 Subject to the other provisions of these Articles, on a return of capital whether on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment of the Company's liabilities shall be applied *pari passu* amongst the holders of the Shares pro-rata to the number of Shares held by each Member from time to time, save that the B Ordinary Shares shall not entitle the

holder of such Shares to any amount that is greater than their nominal value save as set out in these Articles.

- 3.6 To the extent that the surplus assets of the Company remaining after the payment of the Company's liabilities represent Asset Sale Proceeds, such surplus assets shall be divided between the holders of the A Ordinary Shares and the B Ordinary Shares in accordance with Article 3.10 as though such surplus assets were Sale Proceeds deriving from a Sale of the entire issued share capital of the Company, and exceed the Hurdle).

Voting

- 3.7 The holder of any A Ordinary Share shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and such holder who (being an individual) is present in person or by proxy or (being a body corporate) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote, and, on a poll, have one vote for each A Ordinary Share held by him.
- 3.8 Save for at a meeting of the holders of the B Ordinary Shares, the holders of the B Ordinary Shares shall not be entitled to receive notice of and to attend and speak at any general meetings of the Company.

Liability of holders of Shares

- 3.9 The liability of the holders of Shares is limited to the amount, if any, unpaid on the Shares held by them.

Sale

- 3.10 On a Sale, the Shareholders agree to procure that the Sale Proceeds are divided between them in accordance with the provisions of this Article 3.10 (and that, insofar as it lies in the control of the Shareholders, this division is reflected in the terms of the agreement containing the terms of the Sale). The Shareholders shall be entitled to the Sale Proceeds as follows:
- 3.10.1 if the Sale Proceeds are equal to or less than the Hurdle then the holders of the A Ordinary Shares shall be entitled to the whole of the Sale Proceeds, which shall be divided between them pro-rata to the number of A Ordinary Shares held by them;
- 3.10.2 if the Sale Proceeds exceed the Hurdle then an amount of the Sale Proceeds equal to the Hurdle shall be divided between the holders of the A Ordinary Shares pro rata to the number of A Ordinary Shares held by them and the balance of the Sale Proceeds shall be divided between the holders of the A Ordinary Shares and the holders of the B Ordinary Shares (as if they constituted a single class) pro rata to the number of Shares held by them.

Auditors certificate

- 3.11 The certificate of the Company's auditors or the usual accountants to the Company (if it does not have auditors, such accountants to be determined by the Board) shall, in the absence of manifest error, be conclusive as to the entitlement of any class of share to the Sale Proceeds or the surplus assets of the Company in the event of a return of capital, whether on a Sale, liquidation or otherwise.

Authority to Allot

- 3.12 The Directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into Shares of the Company up to a maximum nominal amount equal to £50 at any time or times during the period of 5 years from the date of adoption of these Articles of Association (as varied) and the Directors may, after that period, allot any Shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 551) be renewed, revoked or varied by Ordinary Resolution.

4. DIRECTORS' GENERAL AUTHORITY

Subject to the other provisions of these articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5. SHAREHOLDERS' RESERVE POWER

- 5.1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 5.2 No Special Resolution passed pursuant to Article 5.1 invalidates anything which the Directors have done before the passing of that resolution.

6. DIRECTORS MAY DELEGATE

- 6.1 Subject to the other provisions of these articles, the Directors may delegate any of the powers which are conferred on them under these articles:
- 6.1.1 to such person or committee;
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and/or conditions;
- as they think fit.
- 6.2 If the Directors so specify, any delegation pursuant to Article 6.1 may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3 The Directors may at any time revoke any delegation made pursuant to Article 6.1 in whole or part, or alter its terms and/or conditions.

7. COMMITTEES OF DIRECTORS

- 7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based (as far as they are applicable) on those provisions of these articles which govern the taking of decisions by Directors.

7.2 The Directors may make rules of procedure for all or any committees, which shall prevail over rules derived from these articles if they are not consistent with them.

8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a Majority Decision or a Unanimous Decision.

8.2 If at any time the Company only has one Director, the general rule in Article 8.1 does not apply and that Director may (until such time as he ceases to be the only Director) take decisions without regard to any of the provisions of these articles relating to Directors' decision-making.

9. UNANIMOUS DECISIONS

9.1 A decision of the Directors is a unanimous decision (a "**Unanimous Decision**"):

9.1.1 if all Eligible Directors indicate to each other by any means that they share a common view on a matter; and

9.1.2 had the matter in question been proposed as a resolution at a Directors' meeting, the Eligible Directors would have formed a quorum at that meeting.

9.2 A Unanimous Decision may take the form of a resolution in Writing (where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing).

10. CALLING A DIRECTORS' MEETING

10.1 Any Director may call a Directors' meeting by giving notice of that meeting to the Directors or by authorising the company secretary (if any) to give such notice.

10.2 Notice of any Directors' meeting must indicate:

10.2.1 its proposed date and time;

10.2.2 where it is to take place; and

10.2.3 if it is anticipated that the Directors Participating in that meeting will not be in the same place, how it is proposed that they should communicate with each other during that meeting.

10.3 Notice of a Directors' meeting must be given to each Director but need not be in Writing.

10.4 Notice of a Directors' meeting need not be given to any Director who waives his entitlement to notice of that meeting by giving notice to that effect to the Company either before or not more than seven days after the date on which that meeting is held. Where such notice is given after the relevant meeting has been held, that does not affect the validity of that meeting or of any business conducted at it.

11. PARTICIPATION IN DIRECTORS' MEETINGS

- 11.1 Subject to the other provisions of these articles, Directors participate (“**Participate**”) in a Directors’ meeting, or part of a Directors’ meeting, when they can each communicate to the others any information or opinions they have on any particular item of the business of that meeting (and for these purposes it is irrelevant where any Director is or how they communicate with each other).
- 11.2 If all the Directors Participating in a Directors’ meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 11.3 Subject to Article 11.4, if a question arises at a Directors’ meeting or a meeting of a committee of Directors as to the right of any Director to vote or count in the quorum at that meeting (or part of that meeting), the question may, before the conclusion of that meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive.
- 11.4 If a question arises at a Directors’ meeting or a meeting of a committee of Directors as to the right of the Chairman to vote or count in the quorum at that meeting (or part of that meeting), that question is to be decided by a decision of the Directors Participating at that meeting (provided that in relation to that question, the Chairman is not entitled to vote or count in the quorum).

12. QUORUM FOR DIRECTORS’ MEETINGS

- 12.1 At a Directors’ meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 The quorum for Directors’ meetings is two unless:
- 12.2.1 there is only one Director (in which case the provisions of Article 8.2 shall apply); or
 - 12.2.2 the purpose of the meeting (or part of the meeting) is to consider the giving of an Authorisation and, by virtue of the provisions of Article 16.2, there is only one Director whose vote would be counted and who would be counted in the quorum at that meeting (or part of that meeting), in which case that Director alone shall constitute a quorum at that meeting (or part of that meeting).

13. VOTING AT DIRECTORS’ MEETINGS

Subject to the other provisions of these articles, each Director Participating in a Directors’ meeting has one vote on each proposed resolution.

14. CHAIRING OF DIRECTORS’ MEETINGS

- 14.1 The Directors may appoint a Director to be the Chairman.
- 14.2 The Directors may terminate the Chairman’s appointment at any time.
- 14.3 If the Chairman is not Participating in a Directors’ meeting within 10 minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

15. NO CHAIRMAN'S CASTING VOTE

- 15.1 If at any Directors' meeting the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting) shall not have a casting vote.

16. SITUATIONAL CONFLICTS OF INTEREST

- 16.1 Subject to the other provisions of these articles, the Directors may, in accordance with (but subject to) the provisions of section 175 of the Act and this Article 16, authorise any matter which would, if not authorised, result in a Director (the "Conflicted Director") being in breach of his duty under section 175 of the Act to avoid a situation in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a "Conflict").

- 16.2 Any authorisation given under Article 16.1 (an "Authorisation") (and any subsequent variation or termination of an Authorisation) will only be effective if:

16.2.1 any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without counting the Conflicted Director (or any other interested Director); and

16.2.2 the matter was agreed to without the Conflicted Director (or any other interested Director) voting or would have been agreed to if his (or any other interested Director's) vote had not been counted.

- 16.3 The Directors may at any time:

16.3.1 make any Authorisation subject to such terms and conditions as they think fit; and

16.3.2 vary or terminate any Authorisation (provided that this will not affect anything done by the relevant Conflicted Director or the Company in accordance with that Authorisation before any such variation or termination).

- 16.4 Unless as a condition of the relevant Authorisation the Directors provide otherwise, a Conflicted Director who has received an Authorisation in relation to a Conflict:

16.4.1 may vote at any future Directors' meeting (or meeting of a committee of the Directors) on any resolution in respect of that Conflict (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating at that meeting;

16.4.2 may absent himself from the whole or any part of any Directors' meeting (or meeting of a committee of the Directors) at which anything relating to that Conflict may be discussed;

16.4.3 shall not be required to disclose to the Company (or use for its benefit) any confidential information he obtains otherwise than in his capacity as a Director, as a result of that Conflict where to do so would be a breach of any duty of confidence owed by him to a third party; and

16.4.4 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Conflict.

17. TRANSACTIONAL CONFLICTS OF INTEREST

17.1 If a Director (the “Interested Director”) is in any way directly or indirectly interested in a proposed or existing transaction or arrangement with the Company (the “Transaction”) he must declare the nature and extent of that interest to the other Directors in accordance with the provisions of the Act.

17.2 Subject to the provisions of the Act, Article 17.1 and the terms of any relevant Authorisation, an Interested Director:

17.2.1 may be a party to, or otherwise be interested in, the relevant Transaction;

17.2.2 may vote at any Directors’ meeting (or meeting of a committee of the Directors) on any resolution in respect of that Transaction (and if he does vote his vote shall be counted) and he shall be taken into account in determining whether a quorum is Participating in that meeting; and

17.2.3 shall not be liable to account to the Company for any benefit he or any of his Connected Persons derive as a result of that Transaction and that Transaction shall not be liable to be avoided on the ground of his interest.

18. RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every Unanimous Decision and Majority Decision.

19. DIRECTORS’ DISCRETION TO MAKE FURTHER RULES

Subject to the other provisions of these articles, the Directors may make any rule they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

20. METHODS OF APPOINTING DIRECTORS

20.1 Any person who is willing to act as a Director and is permitted by law to do so, may be appointed to be a Director:

20.1.1 by Ordinary Resolution; or

20.1.2 by a decision of the Directors.

20.2 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the Transmitttee(s) of the last Shareholder to have died or have a bankruptcy order made against him (as the case may be) have the right, by notice in Writing to the Company, to appoint a natural person to be a Director.

20.3 For the purposes of Article 20.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

21. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- 21.1 he ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- 21.2 a bankruptcy order is made against him;
- 21.3 a composition is made with his creditors generally in satisfaction of his debts;
- 21.4 a registered medical practitioner who is treating him gives an opinion in Writing to the Company stating that he has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 21.5 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have;
- 21.6 the Board or Shareholders by Ordinary Resolution resolve that the Director's appointment shall be terminated (and Special Notice shall not be required pursuant to section 168 of the Act); or
- 21.7 notification is received by the Company from him that he is resigning from office and that resignation has taken effect in accordance with its terms.

22. DIRECTORS' REMUNERATION

- 22.1 Any Director may undertake any services for the Company that the Directors decide.
- 22.2 A Director is entitled to such remuneration as the Directors determine:
 - 22.2.1 for his services to the Company as a Director; and
 - 22.2.2 for any other service which he undertakes for the Company.
- 22.3 Subject to the other provisions of these articles, a Director's remuneration may:
 - 22.3.1 take any form; and
 - 22.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 22.4 Unless the Directors decide otherwise, each Director's remuneration accrues from day to day.
- 22.5 Unless the Directors decide otherwise, no Director is accountable to the Company for any remuneration which he receives as a director, other officer or employee of any other Group Company or of any other company in which the Company is interested.

23. DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which any Director (or any Alternate) properly incurs in connection with his attendance at:

- 23.1 Directors' meetings or meetings of committees of Directors;
- 23.2 general meetings; or
- 23.3 separate meetings of the Holders of any class of Shares or of debentures of the Company;

or otherwise in connection with the exercise of his powers and the discharge of his responsibilities in relation to the Company.

24. APPOINTMENT AND REMOVAL OF ALTERNATES

- 24.1 Any Director (the "Appointor") may appoint as an alternate director (an "Alternate") any other Director, or any other person approved by resolution of the Directors, to:

- 24.1.1 exercise the Appointor's powers; and

- 24.1.2 carry out the Appointor's responsibilities;

- in relation to the taking of decisions by the Directors in the absence of the Appointor.

- 24.2 Any appointment or removal of an Alternate must be effected by notice in Writing to the Company signed by the Appointor or in any other manner approved by the Directors.

- 24.3 The notice must:

- 24.3.1 identify the proposed Alternate; and

- 24.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that he is willing to act as the Alternate of the Appointor.

- 24.4 A person may act as the Alternate of more than one Director.

25. RIGHTS AND RESPONSIBILITIES OF ALTERNATES

- 25.1 An Alternate has the same rights, in relation to any Directors' meeting or Unanimous Decision, as his Appointor.

- 25.2 Except as otherwise provided by these articles, an Alternate:

- 25.2.1 is deemed for all purposes to be a Director;

- 25.2.2 is liable for his own acts and omissions;

- 25.2.3 is subject to the same restrictions as his Appointor; and

- 25.2.4 is not deemed to be an agent of or for his Appointor.

25.3 Subject to the other provisions of these articles, a person who is an Alternate but is not otherwise a Director:

25.3.1 shall be counted in the quorum at any Directors' meeting in which he is Participating (but only if his Appointor would be counted in the quorum and is not Participating);

25.3.2 may vote at any Directors' meeting in which he is Participating (but only if his Appointor would be eligible to vote and is not Participating); and

25.3.3 may participate in taking any Unanimous Decision (but only if his Appointor is an Eligible Director for the purposes of that Unanimous Decision and does not himself participate in taking that Unanimous Decision).

25.4 No Alternate may be counted as more than one Director for determining whether a quorum is Participating at any Directors' meeting.

25.5 A Director who is also an Alternate has an additional vote on behalf of each of his Appointors who:

25.5.1 is not Participating in the relevant Directors' meeting; and

25.5.2 would have been entitled to vote if that Appointor was Participating in it.

25.6 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of his Appointor's remuneration as that Appointor may direct by notice in Writing made to the Company.

26. TERMINATION OF APPOINTMENT OF ALTERNATES

An Alternate's appointment as an Alternate terminates:

26.1 when his Appointor revokes the appointment by notice in Writing to the Company specifying when it is to terminate;

26.2 on the occurrence (in relation to that Alternate) of any event which, if it occurred in relation to his Appointor, would result in the termination of that Appointor's appointment as a Director;

26.3 on the death of his Appointor; or

26.4 when his Appointor's appointment as a Director terminates.

27. PARTLY PAID SHARES MAY BE ISSUED

27.1 The Board shall be entitled to issue Shares for less than the aggregate of their nominal value and any premium to be Paid to the Company in consideration for their issue. Provided always that the Company shall be entitled to call for any Shares so issued to be paid up at any time.

28. SHARE ALLOTMENTS AND PRE-EMPTION RIGHTS

Subject to the other provisions of these articles, but without prejudice to the rights attached to any existing Shares, the Company may:

- 28.1 issue Shares with such rights or restrictions as may be determined by Ordinary Resolution; and
- 28.2 issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Holder.
- 28.3 The provisions of sections 560 - 577 of the Act shall for the avoidance of doubt apply to the Company.

29. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any Shares on any trust and, except as otherwise required by law or these articles, the Company is not in any way to be bound by, or obliged to recognise, any interest in any Shares other than the Holder's absolute ownership of them and all the rights attaching to them.

30. SHARE CERTIFICATES

- 30.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds upon request.
- 30.2 Every certificate must specify:
 - 30.2.1 in respect of how many Shares, of what class, it is issued;
 - 30.2.2 the nominal value of those Shares;
 - 30.2.3 that the Shares are Fully Paid (if such Shares are Fully Paid); and
 - 30.2.4 any distinguishing numbers assigned to them.
- 30.3 No certificate may be issued in respect of Shares of more than one class.
- 30.4 If more than one person holds a Share, only one certificate may be issued in respect of it.
- 30.5 Certificates must be executed in accordance with the Act.

31. REPLACEMENT SHARE CERTIFICATES

- 31.1 If a certificate issued in respect of a Shareholder's Shares is:
 - 31.1.1 damaged or defaced; or
 - 31.1.2 said to be lost, stolen or destroyed;that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- 31.2 A Shareholder exercising the right to be issued with a replacement certificate pursuant to Article 31.1:
 - 31.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;

31.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

31.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

32. SHARE TRANSFERS: GENERAL

32.1 The Directors shall only refuse to register a transfer of Shares if they are specifically required or authorised to do so by these articles. If the Directors do refuse to register a transfer of Shares, they must, as soon as practicable and in any event within two months after the date on which the relevant Transfer Form was lodged with the Company, return that Transfer Form to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

32.2 The Directors shall refuse to register any transfer of Shares made in contravention of the provisions of these articles.

32.3 Any transfer of Shares made or purported to be made in contravention of the provisions of these articles shall be of no effect.

32.4 Except for a transfer pursuant to Articles 33 to 39 (inclusive), no Shares may be transferred without the consent of the Board.

32.5 Shares shall be transferred by means of a Transfer Form.

32.6 No fee may be charged for registering any Transfer Form or other document relating to or affecting the title to any Shares.

32.7 The Company may retain any Transfer Form which is registered.

32.8 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.

32.9 Each Shareholder unconditionally and irrevocably authorises the Company to appoint any person as his agent to give effect to the provisions of these Articles.

33. PERMITTED TRANSFERS

33.1 Transfers to the Company

Any Shareholder may at any time transfer any Shares to the Company in accordance with the Act and these articles.

33.2 Transfers pursuant to Articles 34 to 37

Notwithstanding any other provision of these articles, any transfer of Shares made in accordance with Articles 34 to 37 (inclusive) shall be registered by the Directors (subject only to stamping).

34. VOLUNTARY TRANSFERS

- 34.1 Any Shareholder who wishes to transfer any Shares other than pursuant to Article 33 (the “**Seller**”) shall give the Company notice in Writing (the “**Transfer Notice**”). Once given the Transfer Notice shall be irrevocable.
- 34.2 The Transfer Notice shall specify:
- 34.2.1 the number of Shares the Seller wishes to transfer (the “**Sale Shares**”);
 - 34.2.2 whether the Seller has received an offer from a third party for the Sale Shares and if so the identity of that third party and the price offered by that third party for the Sale Shares;
 - 34.2.3 the price per share at which the Seller wishes to sell the Sale Shares or whether the Seller wishes to sell the Sale Shares at the Fair Price determined by the Expert pursuant to the Articles; and
 - 34.2.4 whether the Seller wishes to impose a condition that unless all the Sale Shares are sold none shall be sold (a “**Total Sale Condition**”).
- 34.3 By giving the Transfer Notice, the Seller appoints the Company (acting by the Directors) as his agent with the power to sell the Sale Shares (with all rights attaching to them) in accordance with the provisions of these articles.
- 34.4 The Sale Price shall be the Fair Price. If the Fair Price is to be determined by an Expert:
- 34.4.1 the Company shall immediately instruct the Expert to determine the Fair Price on the basis which, in the Expert’s opinion, represents a fair price for the Sale Shares at the Transfer Notice Date as between a willing seller and a willing buyer on the assumption that the Company’s business is a going concern, and, in making that determination, the Expert shall not take into account the fact that the Sale Shares represent (if that is the case) a minority or majority interest in the share capital of the Company;
 - 34.4.2 in the case of the B Ordinary Shares, the Fair Price for any such B Ordinary Shares will be determined by reference to the following formula:

$$\text{Fair Price} = (\text{Enterprise Value} - \text{Hurdle}) \times \text{Sale Shares} / \text{Fully Diluted Share Capital}$$

Where the following definitions apply:

“**Sale Shares**” means the Shares belonging to the Shareholder who is required to give or is deemed to give a Transfer Notice under these Articles.

“**Enterprise Value**” means the Expert’s opinion as to the value of the Company’s entire issued share capital as between a willing buyer and a willing seller.

“**Fully Diluted Share Capital**” means the aggregate of:

- a) all issued shares in the share capital of the Company (whether or not paid up); and

- b) all Shares capable of being issued by the Company pursuant to all outstanding rights to subscribe for, or convert any security into, Shares, as if all those outstanding rights had been exercised in full including pursuant to any option, warrant or convertible instrument.

"Hurdle" shall have the meaning given at the start of these Articles.

34.4.3 the Expert shall certify the Fair Price as soon as possible after being instructed by the Company and in so certifying the Expert shall be deemed to be acting as expert and not as arbitrator and the Arbitration Act 1996 shall not apply;

34.4.4 the certificate of the Expert shall, in the absence of manifest error, be final and binding; and

34.4.5 the Company shall procure that any certificate required pursuant to this Article 34.4 is obtained as soon as possible and the cost of obtaining that certificate shall be borne equally by the Company and the Seller unless the Expert directs otherwise.

34.5 Within seven days of the Sale Price being agreed or determined in accordance with these articles, the Company shall give notice in Writing (the **"Transfer Offer Notice"**) to the Eligible Shareholders offering for sale the Sale Shares at the Sale Price. The Transfer Offer Notice shall specify:

34.5.1 that each Eligible Shareholder:

- (a) is entitled to apply for some or all of the Sale Shares; and
- (b) shall, if he wishes to apply, have a period of 25 days from the date of the Transfer Offer Notice (the **"Acceptance Period"**) within which to deliver his application for Sale Shares to the Company; and

34.5.2 whether the Transfer Notice contained a Total Sale Condition.

34.6 Subject to Article 34.7, on the expiry of the Acceptance Period:

34.6.1 if the total number of Sale Shares applied for is equal to or less than the total number of Sale Shares, the Company:

- (a) shall allocate to each Eligible Shareholder the number of Sale Shares he applied for; and
- (b) may allocate any remaining Sale Shares to itself (and it shall, subject to the Act, be entitled to acquire them); or

34.6.2 if the total number of Sale Shares applied for is greater than the total number of Sale Shares, the Company shall allocate:

- (a) the Sale Shares, in the Transfer Proportions, amongst the Eligible Shareholders who have applied for them (but without allocating to any Eligible Shareholder more Sale Shares than he applied for); and

- (b) any remaining Sale Shares, in the Transfer Proportions, to those Eligible Shareholders whose applications for Sale Shares have not yet been satisfied in full (but without allocating to any Eligible Shareholder more Sale Shares than he applied for) and any remaining Sale Shares shall be allocated by re-applying the provisions of this Article (b).
- 34.7 If the Transfer Notice contained a Total Sale Condition the Company shall not allocate any of the Sale Shares pursuant to Article 34.6 unless all of the Sale Shares can be so allocated.
- 34.8 If any of the Sale Shares are allocated by the Company pursuant to Article 34.6:
 - 34.8.1 the persons to whom they are allocated (each an **"Allocated Person"**) shall be bound to acquire the Sale Shares allocated to them on the terms on which they were offered for sale; and
 - 34.8.2 the Company shall immediately on allocating any Sale Shares give notice in Writing (the **"Sale Notice"**) to the Seller and to each Allocated Person specifying:
 - (a) the number of Sale Shares allocated to that Allocated Person and the aggregate price payable for those Sale Shares; and
 - (b) the time, date and place of Completion (which shall be not less than seven and not more than 28 days after the date of the Sale Notice).
- 34.9 On Completion:
 - 34.9.1 each Allocated Person (other than the Company) shall pay the purchase price in respect of the relevant Sale Shares:
 - (a) to the Seller; or
 - (b) if the Seller is not present at Completion, to the Company to be held on trust (without interest) for the Seller (and the receipt of the Company for the purchase price shall be a good discharge to that Allocated Person (who shall not be bound to see to the application of it));
 - 34.9.2 if the Company is an Allocated Person, it shall:
 - (a) pay the purchase price for the relevant Sale Shares to the Seller; or
 - (b) if the Seller is not present at Completion, hold the purchase price for the relevant Sale Shares on trust (without interest) for the Seller; and
 - 34.9.3 the Seller shall transfer the relevant Sale Shares to the relevant Allocated Person and deliver the relevant share certificates.
- 34.10 If the Seller defaults in transferring any Sale Shares to an Allocated Person pursuant to Article 34.9, the Company is unconditionally and irrevocably authorised to appoint any person as agent of the Seller to execute a Transfer Form for those Sale Shares in the name, and on behalf, of the Seller (and to do such other things

as are necessary to transfer the relevant Sale Shares pursuant to this Article 34) and when that Transfer Form has been duly stamped:

34.10.1 where the Allocated Person is not the Company, the Company shall cause the name of that Allocated Person to become the Holder of those Sale Shares; or

34.10.2 where the Allocated Person is the Company, the Company shall cause those Sale Shares to be cancelled in accordance with the Act;

and after that, the validity of the proceedings shall not be questioned by any person.

34.11 Any money held on trust by the Company for the Seller in respect of any Sale Shares shall only be released to the Seller on production of the relevant share certificates (or an appropriate indemnity for any lost share certificates) for the Sale Shares that have been transferred to Allocated Persons.

34.12 If the Company cannot allocate all of the Sale Shares pursuant to Article 34.6, the Company shall immediately notify the Seller in Writing (the **"Unsold Shares Notice"**). The Seller may within three months of the date of the Unsold Shares Notice:

34.12.1 if the Transfer Notice contained a Total Sale Condition, sell all (but not some only) of the Sale Shares; or

34.12.2 if the Transfer Notice did not contain a Total Sale Condition, sell all or any of the Sale Shares that have not been allocated pursuant to Article 34.6 (the **"Unsold Shares"**);

to any person at any price per Share which is not less than the Sale Price. The Directors may require the Seller to satisfy them that any transfer of Shares pursuant to this Article 34.12 is in pursuance of a sale in good faith for the consideration stated in the transfer and if they are not satisfied they may refuse to register the relevant Transfer Form.

35. DRAG ALONG

35.1 If at any time any Shareholder or Shareholders holding 75% or more of the Shares then in issue (a **"Shareholder Majority"**) want to transfer all their Shares (the **"Relevant Shares"**) on arms length terms and in good faith to a Third Party Purchaser they shall have the option (the **"Drag Option"**) to require the other Shareholders (the **"Dragged Shareholders"**) to transfer all their Shares (the **"Dragged Shares"**) to the Third Party Purchaser with full title guarantee in accordance with this Article 35.

35.2 To exercise the Drag Option the Shareholder Majority shall give an irrevocable notice in Writing (the **"Drag Notice"**) to the Dragged Shareholders. The Drag Notice shall specify:

35.2.1 that the Dragged Shareholders are required to transfer their Dragged Shares to the Third Party Purchaser;

- 35.2.2 the price receivable by the Shareholder Majority for the Relevant Shares (including details of any non-cash consideration ("**Non-Cash Consideration**") receivable by the Shareholder Majority (or any of them) which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Relevant Shares (or any of them));
- 35.2.3 the price the Dragged Shareholders will receive for each Dragged Share (the "**Drag Price**") and details of how that price has been calculated, subject to Article 35.3;
- 35.2.4 the name of the Third Party Purchaser; and
- 35.2.5 the proposed date for completion of the transfer of the Relevant Shares and the Dragged Shares (which shall be at least thirty days after the date of the Drag Notice).
- 35.3 The Drag Price shall be equal to the price per Relevant Share payable pursuant to Article 3.10 and the total amount payable will be deemed to include any share allotments or Non-Cash Consideration which is being offered to the Dragged Shareholders or where this is not possible the cash equivalent of any Non-Cash Consideration. Any dispute about the calculation of the Drag Price shall immediately be referred to an Expert (whose decision shall, in the absence of manifest error, be final and binding) and pending its determination neither the Relevant Shares nor the Dragged Shares shall be transferred to the Third Party Purchaser.
- 35.4 Unless the Shareholder Majority and the Dragged Shareholders agree otherwise, the transfer of the Relevant Shares and the Dragged Shares (including payment of the consideration) shall take place on the same day.
- 35.5 The Company is unconditionally and irrevocably authorised to appoint any person as agent of each Dragged Shareholder to execute the required Transfer Forms for the Dragged Shares in the name and on behalf of that Dragged Shareholder and to do such other things as are necessary to transfer the Dragged Shares pursuant to this Article 35.
- 35.6 The provisions of this Article 35 shall prevail over any contrary provisions of these articles. Any Transfer Notice or deemed Transfer Notice served in respect of any Shares shall automatically be revoked by the service of a Drag Notice.
- 36. TAG ALONG**
- 36.1 Subject to Articles 33 to 35, a Shareholder (the "**Committed Shareholder**") may not transfer any Shares (the "**Controlling Shares**") to any person (the "**Proposed Controller**") if it would result in the Proposed Controller (together with his Connected Persons and any persons Acting in Concert with him (together the "**Interested Shareholders**")) obtaining or increasing a Controlling Interest unless before that transfer is made the Proposed Controller has made a bona fide offer (the "**Tag Offer**") to the Shareholders (other than the Proposed Controller, the Committed Shareholder and the Interested Shareholders) (the "**Uncommitted Shareholders**") in accordance with this Article 36 to purchase all their Shares (including any Shares which may be allotted to any of them pursuant to the exercise or conversion of options or rights to subscribe for or securities convertible into Shares, in existence at the date of the Tag Notice) (the "**Uncommitted Shares**").

- 36.2 The Tag Offer shall be made by notice in Writing (the “**Tag Notice**”) and shall specify:
- 36.2.1 the price the Uncommitted Shareholders will receive for each Uncommitted Share (the “**Tag Price**”) and details of how that price has been calculated, and such price shall be calculated in accordance with Article 3.10; and
 - 36.2.2 the date (the “**Close Date**”) by which each Uncommitted Shareholder must accept the Tag Offer (which shall be at least 21 days after the date of the Tag Notice).
- 36.3 Any Uncommitted Shareholder who has not accepted the Tag Offer by the Close Date shall be deemed to have rejected the Tag Offer.
- 36.4 The Tag Price shall take into account the cash equivalent of any non-cash consideration paid or payable which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for that Share. Any dispute about the calculation of the Tag Price shall be immediately referred to an Expert (whose decision shall, in the absence of manifest error, be final and binding) and pending its determination the Controlling Shares shall not be transferred to the Proposed Controller.
- 36.5 Each accepted Tag Offer shall be completed and the consideration in respect of it paid (except insofar as failure to complete is due to the fault of the relevant Uncommitted Shareholder) before any of the Controlling Shares are transferred to the Proposed Controller.

37. COMPULSORY TRANSFER

- 37.1 If any Employee ceases for any reason to be an Employee at any time, each holder of Employee Shares of such Employee shall be deemed to have given a Transfer Notice in respect of all of the Employee Shares of such Employee on the Effective Termination Date unless the Board otherwise resolve or direct in writing in respect of any such Employee Shares prior to or within twenty (20) Business Days after the relevant Effective Termination Date. For the purposes of these Articles an Employee shall cease to be an Employee if: a) that person gives or receives notice terminating their employment with the Company or any Group Company; or b) if that person ceases to hold office as a director of the Company or any Group Company; or c) any contract for the provision of consultancy or advisory services by that person to the Company or any Group Company is terminated; or d) they have not provided any services (whether as employee, contractor or advisor) to the Company or any Group Company for a continuous period of 3 months or more and the Board determines that such person has ceased to be an Employee.
- 37.2 Any Employee Shares which are the subject matter of a deemed Transfer Notice in accordance with Article 37.1 shall be offered in the following order of priority (and such persons shall be treated as the “**Eligible Shareholders**” for the purposes of Article 34):
- (a) to any of the existing Employees (other than the departing Employee) nominated by the Board; and/or
 - (b) to any other person or persons approved by the Board (other than the departing Employee); and/or

- (c) to the Company (subject always to the provisions of the Act); and/ or
- (d) to those persons who would otherwise have been Eligible Shareholders.

37.3 If a Transfer Notice is required to be given or is deemed to have been given under these Articles, the Transfer Notice will be treated as having specified that:

- (a) The Sale Price for the Sale Shares will be:
 - (i) Save in the circumstances described in paragraph (ii) below, the price agreed between the Board and the Seller, or, failing agreement within ten (10) Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, the Fair Price determined by the Expert pursuant to Article 34.4; and
 - (ii) Where an Employee is deemed to have served a Transfer Notice pursuant to Article 37 and is a Bad Leaver, the lower of (i) the Sale Price agreed or determined in accordance with paragraph (i) and; (ii) the original subscription price of the Sale Shares;
- (b) It does not include a Total Sale Condition.

37.4 All voting rights attached to Employee Shares held by an Employee (the "Restricted Member"), if any, shall at the time he ceases to be an Employee be suspended unless the Board notify him otherwise. If a Restricted Member transfers any such Shares in the Company in accordance with these Articles all voting rights attached to them shall upon completion of the transfer automatically be restored.

38. TRANSMISSION OF SHARES

38.1 If title to a Share passes to a Transmitttee, the Company may only recognise that Transmitttee as having any title to that Share.

38.2 Subject to the other provisions of these articles, and pending any transfer of Shares to another person, a Transmitttee has the same rights as the Holder had but, except as provided by Article 20.2, a Transmitttee does not have the right to attend or vote at a general meeting or agree to a proposed written resolution, in respect of any Shares to which he is entitled by reason of the Holder's death or bankruptcy or otherwise, unless that Transmitttee becomes the Holder of those Shares.

39. EXERCISE OF TRANSMITTEES' RIGHTS

39.1 A Transmitttee who chooses:

39.1.1 to become the Holder of any Shares to which he has become entitled as Transmitttee, must notify the Company in Writing of that choice; and

39.1.2 to have a Share transferred to another person, must execute a Transfer Form in respect of it

39.2 Where a Transmitttee wishes to transfer beneficial title to himself or to any other third party and where the relevant transfer is not a Permitted Transfer, the Transmitttee shall be required, for the avoidance of doubt, to execute a Transfer

Notice with respect to the proposed transfer. Any transfer made or executed under this Article 39 is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the relevant Share and as if the event which gave rise to the transmission had not occurred.

40. TRANSMITTEES BOUND BY PRIOR NOTICES

- 40.1 If a notice is given to a Shareholder in respect of any Shares and a Transmittree is entitled to those Shares, that Transmittree is bound by the notice if it was given to that Shareholder before that Transmittree's name has been entered in the register of members as Holder of those Shares.
- 40.2 Any Transmittree who holds or has become entitled to hold any Shares shall be bound by any requirement to transfer, dispose or otherwise deal with Shares as if they were a Shareholder.

41. PROCEDURE FOR DECLARING DIVIDENDS

- 41.1 The Company may by Ordinary Resolution declare dividends and the Directors may decide to pay interim dividends.
- 41.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 41.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 41.4 Unless the terms on which Shares are issued specify otherwise, each dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 41.5 The Directors shall be entitled to declare different dividends with respect to different classes of Share.

42. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 42.1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
- 42.2 transfer to a bank or building society account specified by the relevant Distribution Recipient or as the Directors may decide;
- 42.3 sending a cheque made payable to the relevant Distribution Recipient by post to him at his registered address (if he is a Holder of the Share), or (in any other case) to an address specified by him or as the Directors may otherwise decide;
- 42.4 sending a cheque made payable to such person by post to such person at such address as the relevant Distribution Recipient has specified or as the Directors may otherwise decide; or
- 42.5 any other means of payment as the Directors agree with the relevant Distribution Recipient by such other means as the Directors decide.

43. NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- 43.1 the terms on which that Share was issued; or
- 43.2 the provisions of another agreement between the Holder of that Share and the Company.

44. UNCLAIMED DISTRIBUTIONS

- 44.1 All dividends or other sums which are:

- 44.1.1 payable in respect of Shares; and

- 44.1.2 unclaimed after having been declared or become payable;

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

- 44.2 The payment of any unclaimed dividend or other sum into a separate account does not make the Company a trustee in respect of it.

- 44.3 If:

- 44.3.1 12 years have passed from the date on which a dividend or other sum became due for payment; and

- 44.3.2 the relevant Distribution Recipient has not claimed it;

that Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

45. NON-CASH DISTRIBUTIONS

- 45.1 Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of that Share by transferring non-cash assets of equivalent value (including Shares or other securities in any company).

- 45.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- 45.2.1 fixing the value of any assets;

- 45.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

- 45.2.3 vesting any assets in trustees.

46. WAIVER OF DISTRIBUTIONS

Any Distribution Recipient may waive his entitlement to a dividend or other distribution payable in respect of any Share by giving the Company notice in Writing to that effect, but if:

- 46.1 that Share has more than one Holder; or
- 46.2 more than one person is entitled to that Share (whether by reason of the death or bankruptcy of one or more joint Holders or otherwise);

the notice is not effective unless it is expressed to be given and signed, by all the Holders or persons otherwise entitled to that Share.

47. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

- 47.1 Subject to the other provisions of these articles, the Directors may, if they are so authorised by an Ordinary Resolution:

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

- 47.1.2 appropriate any sum which they decide to capitalise in accordance with Article 47.1.1 (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**Persons Entitled**") and in the same proportions.

- 47.2 Capitalised Sums must be applied:

- 47.2.1 on behalf of the Persons Entitled; and

- 47.2.2 in the same proportions as a dividend would have been distributed to them.

- 47.3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as Fully Paid to the Persons Entitled.

- 47.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the Persons Entitled.

- 47.5 Subject to the other provisions of these articles, the Directors may:

- 47.5.1 apply Capitalised Sums in accordance with Articles 47.3 and 47.4 partly in one way and partly in another;

- 47.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 47 (including the issuing of fractional certificates or the making of cash payments); and

- 47.5.3 authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 47.

48. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 48.1 A person is able to exercise the right to speak at a general meeting when he is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which he has on the business of the meeting.
- 48.2 A person is able to exercise the right to vote at a general meeting when:
- 48.2.1 he is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 48.2.2 his 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.
- 48.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 48.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other.
- 48.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

49. QUORUM FOR GENERAL MEETINGS

- 49.1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 49.2 If the Company has only one Shareholder, one Qualifying Person in attendance at a general meeting is a quorum.
- 49.3 If the Company has more than one Shareholder, two Qualifying Persons in attendance at a general meeting are a quorum, unless each is a Qualifying Person only because he is appointed as proxy of a Shareholder in relation to that meeting and they are proxies of the same Shareholder.

50. CHAIRING GENERAL MEETINGS

- 50.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 50.2 If the Directors have not appointed a Chairman or if the Chairman is unwilling to chair the relevant general meeting or is not present within 10 minutes of the time at which the relevant general meeting was due to start:
- 50.2.1 the Directors present; or
 - 50.2.2 (if no Directors are present), the meeting;

must appoint a Director or Shareholder to chair that meeting and that appointment must be the first business of that meeting.

51. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS AT GENERAL MEETINGS

51.1 Directors may attend and speak at general meetings whether or not they are Shareholders.

51.2 The Chairman of the Meeting may permit other persons who are not:

51.2.1 Shareholders; or

51.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings;

to attend and speak at any general meeting.

52. ADJOURNMENT OF GENERAL MEETINGS

52.1 If the persons attending a general meeting within 30 minutes of the time at which the meeting was due to start do not constitute a quorum or if during a general meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

52.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:

52.2.1 that meeting consents to an adjournment; or

52.2.2 it appears to him that an adjournment is necessary to protect the safety of any person attending that meeting or ensure that the business of that meeting is conducted in an orderly manner.

52.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by that meeting.

52.4 When adjourning a general meeting, the Chairman of the Meeting must:

52.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

52.4.2 have regard to any directions as to the time and place of any adjournment which have been given by that meeting.

52.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

52.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

52.5.2 containing the same information which such notice is required to contain.

- 52.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the relevant general meeting if the adjournment had not taken place.

53. VOTING AT GENERAL MEETINGS: GENERAL

- 53.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.
- 53.2 On a vote on a resolution on a show of hands at a general meeting every Shareholder (whether present in person or by one or more proxies) has one vote.
- 53.3 On a vote on a resolution on:
- 53.3.1 a poll taken at a general meeting; or
 - 53.3.2 a written resolution;
- every Shareholder has one vote in respect of each Share held by him.

54. ERRORS AND DISPUTES

- 54.1 No objection may be raised to the qualification of any person voting at a general meeting except at that meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at that meeting is valid.
- 54.2 Any objection pursuant to Article 54.1 must be referred to the Chairman of the Meeting, whose decision is final.

55. POLL VOTES

- 55.1 A poll on a resolution may be demanded:
- 55.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 55.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 55.2 A poll may be demanded by:
- 55.2.1 the Chairman of the Meeting;
 - 55.2.2 the Directors;
 - 55.2.3 two or more persons having the right to vote on the relevant resolution; or
 - 55.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the relevant resolution.
- 55.3 A demand for a poll may be withdrawn if:
- 55.3.1 the poll has not yet been taken; and

55.3.2 the Chairman of the Meeting consents to the withdrawal.

55.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

56. CONTENT OF PROXY NOTICES

56.1 Proxies may only validly be appointed by a notice in Writing (a “Proxy Notice”) which:

56.1.1 states the name and address of the Shareholder appointing the proxy;

56.1.2 identifies the person appointed to be the proxy and the general meeting in relation to which he is appointed;

56.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and

56.1.4 is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which the Proxy Notice relates.

56.2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.

56.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

56.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

56.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the relevant general meeting; and

56.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as that general meeting itself.

57. DELIVERY OF PROXY NOTICES

57.1 Any notice of a general meeting must specify the address or addresses (the “Proxy Notification Address”) at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.

57.2 Subject to Articles 57.3 and 57.4, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the general meeting or adjourned meeting to which it relates.

57.3 In the case of a poll taken more than 48 hours after it is demanded, a Proxy Notice must be delivered to the Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

57.4 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered:

57.4.1 in accordance with Article 57.2; or

57.4.2 at the meeting at which the poll was demanded to the Chairman, company secretary or any Director.

57.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

57.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom, or on whose behalf, the Proxy Notice was given to the Proxy Notification Address.

57.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates.

57.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the person appointing the proxy's behalf.

58. AMENDMENTS TO RESOLUTIONS

58.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

58.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before that meeting is to take place (or such later time as the Chairman of the Meeting may determine); and

58.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

58.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

58.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

58.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

58.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

59. MEANS OF COMMUNICATION TO BE USED

59.1 Subject to the other provisions of these articles:

59.1.1 anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Act provides for documents or

information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company;

59.1.2 and the provisions of the Act, the Company may make any documents or information authorised or required by any provision of these articles or the Act to be sent or supplied by the Company to any Shareholder available on a website; and

59.1.3 any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

59.2 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

59.3 Section 1147(5) of the Act shall not apply in relation to documents and information sent or supplied by the Company.

60. COMPANY SEALS

60.1 The Company shall not be required to have a common seal but may elect to use a common seal at the discretion of the Directors. Any common seal may only be used by the authority of the Directors.

60.2 The Directors may decide by what means and in what form any common seal is to be used.

60.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, that document must also be signed by at least one Authorised Person in the presence of a witness who attests the signature.

61. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

62. DIRECTORS' INDEMNITY

62.1 Subject to Article 62.2, a Relevant Director may be indemnified out of the Company's assets against:

62.1.1 any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to any Group Company;

62.1.2 any liability incurred by him in connection with the activities of any Group Company in its capacity as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act);

62.1.3 any other liability incurred by him as an officer of any Group Company.

62.2 Article 62.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

63. DIRECTORS' INSURANCE

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.