

No. 09270945

The Companies Act 2006

Company Limited by Shares

## **ARTICLES OF ASSOCIATION**

of

### **MINDFUL CHEF LTD**

(incorporated on 20 October 2014)

(as adopted by special resolution 1 December 2020)

#### **Linklaters**

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Ref L-301501

The Companies Act 2006  
Company Limited by Shares

## **Articles of Association**

**of**

**MINDFUL CHEF LTD**

**(the "Company")**

### **Preliminary**

#### **1 Default Articles not to apply**

Neither the regulations in The Companies (Model Articles) Regulations 2008 nor any other articles or regulations prescribing the form of articles applicable to the Company under any former enactment relating to companies shall apply to the Company.

### **Part 1**

#### **Interpretation and Limitation of Liability**

#### **2 Defined terms**

##### **2.1** In the Articles, unless the context requires otherwise:

**"Alternate"** or **"Alternate Director"** has the meaning given in Article 25.3;

**"appointor"** has the meaning given in Article 25.3;

**"Articles"** means the Company's articles of association;

**"Associated Company"** has the same meaning as in Section 256 Companies Act 2006;

**"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;

**"Chairman"** has the meaning given in Article 10;

**"Chair of the Meeting"** has the meaning given in Article 46;

**"Companies Acts"** means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;

**"Director"** means a director of the Company, and includes any person occupying the position of director, by whatever name called;

**"document"** includes, unless otherwise specified, any document sent or supplied in electronic form;

**"electronic form"** has the meaning given in Section 1168 of the Companies Act 2006;

**"Founders"** means Robert Grieg-Gran, Giles Humphries and Myles Hopper (and **"Founder"** shall mean each of them);

**"Founder Director"** has the meaning given in given in Article 22.2;

**"FSMA"** means the Financial Services and Markets Act 2000;

**"fully paid"** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

**"Group"** the Company, any subsidiary of the Company, any company of which the Company is a subsidiary (its holding company) and any other subsidiaries of any such holding company, in each case for the time being, and **member of the Group** shall mean any of them.

**"hard copy form"** has the meaning given in Section 1168 of the Companies Act 2006;

**"holder"** in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**"holding company"** has the meaning given in Section 1159 of the Companies Act 2006;

**"Investor"** means Nestle UK Ltd.;

**"Investor Director"** has the meaning given in Article 22.1;

**"Investment Agreement"** means the investment agreement relating to Mindful Chef Topco Limited between (i) the Mindful Chef Topco Limited; (ii) the Non-Investor Shareholders (as defined therein); and (iii) the Investor dated on or around the Adoption Date (and as may be amended, varied, amended and restated or replaced from time to time);

**"Non-Investor Shareholder"** has the meaning given to it in the Investment Agreement;

**"Non-Investor Shareholder Director"** has the meaning given in given in Article 22.3;

**"ordinary resolution"** has the meaning given in Section 282 of the Companies Act 2006;

**"paid"** means paid or credited as paid;

**"participate"**, in relation to a Directors' meeting, has the meaning given in Article 8.1;

**"payee"** has the meaning given in Article 38;

**"proxy notice"** has the meaning given in Article 52;

**"Relevant Company"** has the meaning given in Article **Error! Reference source not found.**

**"Relevant Officer"** means any Director, former Director or Secretary of the Company or any director, former director or Secretary of an Associated Company of the Company;

**"Secretary"** means any person appointed to perform the duties of the secretary of the Company (including any deputy or assistant secretary) in accordance with Article 26;

**"shareholder"** means a person who is the holder of a share;

**"shares"** means shares in the Company;

**"special resolution"** has the meaning given in Section 283 of the Companies Act 2006;

**"subsidiary"** has the meaning given in Section 1159 of the Companies Act 2006;

**"transmittee"** means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

“**writing**” means 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.

**2.2** Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

**2.3** The provisions of these Articles relating to general meetings and to the proceedings at such meetings shall apply to separate meetings of a class of shareholders.

### **3 Liability of shareholders**

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

### **4 Purposes of the Company**

**4.1** The purposes of the Company are to promote the success of the Group for the benefit of the Company's members as a whole and, through its business and operations, to have a material positive impact on society and the environment, taken as a whole.

**4.2** A Director shall have regard (amongst other matters) to:

**4.2.1** the likely consequences of any decision in the long term;

**4.2.2** the interests of the Group's employees;

**4.2.3** the need to foster the Group's business relationships with suppliers, customers and others;

**4.2.4** the impact of the Group's operations on the community and the environment;

**4.2.5** the desirability of the Group maintaining a reputation for high standards of business conduct; and

**4.2.6** the need to act fairly as between members of the Company,

(together, the matters referred to above shall be defined for the purposes of this Article as the **Stakeholder Interests**).

**4.3** For the purposes of a Director's duty to act in the way he or she considers, in good faith, most likely to promote the success of the Company, a Director shall not be required to regard the benefit of any particular Stakeholder Interest or group of Stakeholder Interests as more important than any other.

**4.4** Nothing in this Article express or implied, is intended to or shall create or grant any right or any cause of action to, by or for any person (other than the Company).

**4.5** The Directors of the Company shall, for each financial year of the Company, prepare and circulate to its members an impact report. The impact report shall contain a balanced and comprehensive analysis of the impact the Company's business has had, in a manner proportionate to the size and complexity of the business. The impact report shall contain such detail as is necessary to enable the members to have an understanding of the way in which the Company has promoted its success for the benefit of its members as a whole and, through its business and operations, sought to have a material positive impact on society

and the environment, taken as a whole. If the Company is also required to prepare a strategic report under the Companies Act 2006, the Company may choose to publish the impact report as part of its strategic report and in accordance with the requirements applying to the strategic report.

## **Part 2**

### **Directors**

#### **Directors' Powers and Responsibilities**

##### **1 Number of Directors**

The Directors shall not be less than two in number and shall not be subject to any maximum.

##### **2 Directors' general authority**

Subject to the Articles and the Investment Agreement, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

##### **3 Directors may delegate**

###### **3.1** Subject to the Articles and the Investment Agreement, the Directors may delegate any of the powers which are conferred on them under the Articles:

3.1.1 to such person (who need not be a Director) or committee (comprising any number of persons, who need not be Directors);

3.1.2 by such means (including by power of attorney);

3.1.3 to such an extent;

3.1.4 in relation to such matters or territories; and

3.1.5 on such terms and conditions,

as they think fit.

###### **3.2** If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

###### **3.3** Any reference in the Articles to the exercise of a power or discretion by the Directors shall include a reference to the exercise of a power or discretion by any person or committee to whom it has been delegated.

###### **3.4** Subject to the Investment Agreement, the Directors may revoke any delegation in whole or part, or alter its terms and conditions.

##### **4 Committees**

Subject to the Investment Agreement, the Directors may make regulations in relation to the procedures of committees or sub-committees to whom their powers or discretions have been delegated or sub-delegated. Subject to any such regulations, the meetings and procedures

of any committee or sub-committee shall be governed by the provisions of the Articles regulating the meetings and procedures of Directors.

## **Decision-Making by Directors**

### **5 Voting at Board meetings**

For a resolution of the Board each Director shall have one vote and resolutions of the Board shall be decided by a vote in favour or against a resolution by at least two Investor Directors (subject to being taken by Directors' written resolution in accordance with Article 10).

### **6 Directors' written resolutions**

**6.1** Any Director may propose a written resolution by giving notice in writing to the other Directors or may request the Secretary (if any) to give such notice.

**6.2** A Directors' written resolution is adopted when all the Directors who would have been entitled to vote on such resolution if it had been proposed at a meeting of the Directors have:

**6.2.1** signed one or more copies of it; or

**6.2.2** otherwise indicated their agreement to it in writing.

**6.3** A Directors' written resolution is not adopted if the Directors who have signed it or otherwise indicated their agreement to it in writing would not together have formed a quorum if the same matters had been proposed at a Directors' meeting.

### **7 Calling a Directors' meeting**

**7.1** An Investor Director or any other person nominated by a Investor shall be entitled to convene a Directors' meeting on at least 10 Business Days' prior notice in writing or such shorter period as he may reasonably determine if he considers that urgent business has arisen.

**7.2** Notice of any Directors' meeting must indicate:

**7.2.1** its proposed date and time;

**7.2.2** where it is to take place; and

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

**7.3** Notice of a Directors' meeting must be given to each Director.

**7.4** Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

**7.5** Notice of a Directors' meeting must be accompanied by a written agenda specifying the business of such meeting along with all relevant papers.

**7.6** Other than with Investor Consent, only those matters included on the written agenda may be discussed at such meeting.

## **8 Participation in Directors' meetings**

- 8.1** Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 8.1.1** the meeting has been called and takes place in accordance with the Articles; and
  - 8.1.2** they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 8.2** In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 8.3** If all the Directors participating in a 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.

## **9 Quorum for Directors' meetings**

- 9.1** At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 9.2** Subject to Article 9.3, where an Investor Director, a Founder Director and the Non-Investor Shareholder Director have been appointed to the Board, the quorum for Directors' meetings shall be at least four Directors, including a Founder Director, the Non-Investor Shareholder Director and at least two Investor Directors.
- 9.3** If a Founder Director or the Non-Investor Shareholder Director are not present within half an hour from the time appointed for the meeting, or during the meeting a quorum ceases to be present for a period exceeding 10 minutes, the meeting shall be adjourned until the same time and place on the next Business Day or such other time and place as the Investor Directors agree, whereupon the meeting will be quorate notwithstanding the absence of the Founder Director or the Non-Investor Shareholder Director at such adjourned meeting.

## **10 Chairing of Directors' meetings**

- 10.1** The Investor may, by written notice to the Company, appoint a Director to chair Board meetings.
- 10.2** The person so appointed for the time being is known as the Chairman.
- 10.3** The Investor may, by written notice to the Company, terminate the Chairman's appointment at any time.
- 10.4** 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 may appoint one of their number to chair it.

## **11 Validity of proceedings**

All acts done by any meeting of Directors, or of any committee or sub-committee of the Directors, or by any person acting as a member of any such committee or sub-committee, shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in the appointment of any Director or any such persons, or that any such persons were disqualified or had vacated office, or were not entitled to vote.

## **12 Record of decisions to be kept**

The Directors must ensure that the Company keeps a record, in writing, of every majority decision taken by the Directors and of every Directors' written resolution for at least 10 years from the date of the decision or resolution.

## **13 Directors' discretion to make further rules**

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Directors.

## **14 Change of name**

The Company may change its name by a decision of the Directors, subject to Investor Consent.

### **Directors' Interests**

## **15 Authorisation of Directors' interests**

**15.1** For the purposes of Section 175 of the Companies Act 2006, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

**15.2** Authorisation of a matter under this Article 15 shall be effective only if:

**15.2.1** the matter in question shall have been proposed for consideration at a meeting of the Directors, in accordance with the usual procedures for such meetings or in such other manner as the Directors may resolve;

**15.2.2** any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together, the "**Interested Directors**"); and

**15.2.3** the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

**15.3** Any authorisation of a matter under this Article 15 may:

**15.3.1** extend to any actual or potential conflict of interest which may arise out of the matter so authorised;

**15.3.2** be subject to such conditions or limitations as the Directors may resolve, whether at the time such authorisation is given or subsequently; and

**15.3.3** be terminated by the Directors at any time, in such case the Directors shall promptly notify the Interested Director in writing of such termination,

and a Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.

**15.4** A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised



by the Directors under this Article 15 and any contract, transaction or arrangement relating to such a matter shall not be liable to be avoided on the grounds of any such benefit.

## **16 Permitted interests**

**16.1** Subject to compliance with Article 16.2, a Director, notwithstanding his office, may have an interest of the following kind:

**16.1.1** where a Director (or a person connected with him) is a director or other officer of, or employed by, or otherwise interested (including by the holding of Shares whether directly or indirectly) in, any Relevant Company;

**16.1.2** where a Director (or a person connected with him) is a party to, or otherwise interested in, any contract, transaction or arrangement with a Relevant Company, or in which the Company is otherwise interested;

**16.1.3** where a Director has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;

**16.1.4** where a Director has an interest, or a transaction or arrangement gives rise to an interest, of which the Director is not aware;

**16.1.5** where a Director may represent the interests of a direct or indirect Shareholder of the Company whose interests may conflict, from time to time, with the interests of the Company;

**16.1.6** where a Director may hold an interest in (i) a direct or indirect Shareholder of the Company; and/or (ii) an Associated Company of the Shareholder; and

**16.1.7** where a Director has any other interest authorised by ordinary resolution.

No authorisation under Article 15 shall be necessary in respect of any such interest.

**16.2** A Director shall declare the nature and extent of any interest permitted under Article 16.1 and not falling within Article 16.3, at a meeting of the Directors or in such other manner as the Directors may resolve.

**16.3** No declaration of an interest shall be required by a Director in relation to an interest:

**16.3.1** falling within Article 16.1.1, 16.1.3 or 16.1.4;

**16.3.2** if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

**16.3.3** if, or to the extent that, it concerns the terms of his service contract (as defined in Section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under the Articles.

**16.4** A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any Relevant Company or for such remuneration, each as referred to in Article 16.1, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

**16.5** For the purposes of this Article 16, “**Relevant Company**” shall mean:

**16.5.1** any Group Company;

**16.5.2** any holding company of the Company or a subsidiary of any such holding company;

**16.5.3** any body corporate promoted by the Company; or

**16.5.4** any body corporate in which the Company is otherwise interested.

## **17 Quorum and voting**

**17.1** A Director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) has an interest, unless the interest is solely of a kind permitted by Article 16.1.

**17.2** A Director shall not be counted in the quorum at a meeting of the Directors in relation to any resolution on which he is not entitled to vote.

## **18 Confidential information**

**18.1** Subject to Article 18.2, if a Director, otherwise than by virtue of his position as Director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

**18.1.1** to disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company; or

**18.1.2** otherwise use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

**18.2** Where such duty of confidentiality arises out of a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 18.1 shall apply only if the conflict arises out of a matter which has been authorised under Article 15 or falls within Article 16.

**18.3** This Article 18 is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 18.

## **19 Directors’ interests – general**

**19.1** For the purposes of Articles 15 to 19:

**19.1.1** a person is connected with a Director if that person is connected for the purposes of Section 252 of the Companies Act 2006; and

**19.1.2** an interest (whether of the Director or of such a connected person) of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

**19.2** Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors, take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific

procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including, without limitation:

19.2.1 absenting himself from any meetings of the Directors at which the relevant situation or matter falls to be considered; and

19.2.2 not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

19.3 The Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Articles 15 to 19.

## **Appointment of 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;

20.1.2 subject to Investor Consent, by a decision of the Directors; or

20.1.3 by a notice given in accordance with Article 22.

### **21 Termination of Director's appointment**

21.1 A person ceases to be a Director as soon as:

21.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

21.1.2 a bankruptcy order is made against that person;

21.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

21.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

21.1.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;

21.1.6 that person is absent from meetings of Directors for six months without permission and the Directors have resolved that that person should cease to be a Director;

21.1.7 if a Director holds an executive office, upon termination of his contract of service;

21.1.8 notice of the Director's removal is given in accordance with Article 22; or

21.1.9 notice of termination is served or deemed served upon the Director and that notice is given by all the other Directors for the time being.

- 21.2** If a Director holds an appointment to an executive office which automatically terminates on termination of his office as a Director, his removal from office pursuant to this Article 21 shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.

## **22 Appointment and removal of Directors by the Shareholders**

- 22.1** The Investor shall be entitled from time to time, in each case by written notice to the Company (which shall take effect on the date specified in the notice):

22.1.1 to appoint and/or remove from the Board as it may direct, up to three persons as directors, whom it shall designate as **"Investor Directors"** (and, each, an **"Investor Director"**), and to appoint and/or remove any replacements thereof;

22.1.2 subject always to Articles 22.2, and 22.2, to appoint to the Board and the board of the Company, such other persons as directors as it may determine, and to appoint and/or remove any replacements thereof.

- 22.2** Each Founder shall be entitled from time to time, in each case by written notice to the Company (which shall take effect on the date specified in the notice) to appoint and/or remove himself from the Board, and any Founder so appointed shall be a **"Founder Director"**.

- 22.3** Non-Investor Shareholders (other than the Founders) holding a majority of the Shares held by all Non-Investor Shareholders (other than the Founders) shall be entitled from time to time, in each case by written notice to the Company (which shall take effect on the date specified in the notice) to appoint and/or remove from the Board as it may direct, one person as a director, whom it shall designate as the **"Non-Investor Shareholder Director"** and to appoint and/or remove any replacements thereof, provided that the appointment of any Non-Investor Shareholder Director is subject to the prior approval of the Investor (acting reasonably in good faith). If the Non-Investor Shareholders (other than the Founders) have not, from time to time, exercised their right to appoint a Non-Investor Shareholder Director, the CEO from time to time shall be the Non-Investor Shareholder Director.

## **23 Directors' remuneration**

- 23.1** Directors may undertake any services for the Company that the Directors decide.

- 23.2** Founder Directors and the Non-Investor Shareholder Director are entitled to such remuneration as the Directors determine:

23.2.1 for their services to the Company as Directors; and

23.2.2 for any other service which they undertake for the Company.

- 23.3** Subject to the Articles, a Founder Director's or the Non-Investor Shareholder Director's remuneration may:

23.3.1 take any form; and

23.3.2 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.

- 23.4** Unless the Directors decide otherwise, a a Founder Director's or the Non-Investor Shareholder Director's remuneration accrues from day to day.

## **24 Directors' expenses**

**24.1** The Company may pay all incidental out of pocket expenses which the Directors properly incur in connection with their attendance at:

**24.1.1** meetings of Directors or committees of Directors;

**24.1.2** general meetings; or

**24.1.3** separate meetings of the holders of any class of Shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company, provided that the Company shall not pay any expenses incurred in relation to travelling to/from the United Kingdom or any overnight accommodation when in the United Kingdom.

## **Alternate Directors**

## **25 Alternate Directors**

**25.1** An Investor Director may appoint another person as his replacement (provided that such person is an employee of the Investor) for any specified meeting of the Board by serving written notice of such appointment on the Company.

**25.2** The Non-Investor Shareholder Director may appoint the CFO as his replacement for any specified meeting of the Board by serving written notice of such appointment on the Company.

**25.3** Any person appointed as a replacement pursuant to Articles 25.1 or 25.2 (each an "**Alternate**" or an "**Alternate Director**") may at any time be terminated as a replacement by the Director who appointed them (the "**appointor**").

**25.4** The appointment or termination of appointment of an Alternate Director must be made by notice in writing signed by the appointor or in any other manner approved by the Directors.

**25.5** The notice must identify the proposed Alternate and, in the case of an appointment, contain a statement signed by the proposed Alternate stating that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.

**25.6** The appointment of an Alternate Director shall terminate:

**25.6.1** when the appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;

**25.6.2** on the occurrence in relation to the Alternate of any event which if it happened to the Alternate's appointor, would result in the termination of the appointor's appointment as a Director;

**25.6.3** on the death of the Alternate's appointor; or

**25.6.4** if his appointor ceases to be a Director.

**25.7** An Alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director at any such meeting and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meetings to

perform all functions of his appointor as a Director. For the purposes of the proceedings at such meetings, the provisions of the Articles shall apply as if the Alternate Director (instead of his appointor) were a Director.

- 25.8** If an Alternate is himself a Director or shall attend any such meeting as an Alternate for more than one Director, his voting rights shall be cumulative but he shall not be counted more than once for the purposes of the quorum.
- 25.9** If his appointor is for the time being temporarily unable to act through ill health or disability an Alternate's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor.
- 25.10** This Article 25 shall also apply (with such changes as are necessary) to such extent as the Directors may from time to time resolve to any meeting of any committee of the Directors of which the appointor of an Alternate Director is a member.
- 25.11** An Alternate Director shall not (except as otherwise provided in this Article 25) have power to act as a Director, nor shall he be deemed to be a Director for the purposes of the Articles, nor shall he be deemed to be the agent of his appointor.
- 25.12** 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 as if he were a Director.
- 25.13** An Alternate shall not be entitled to receive remuneration from the Company in respect of his appointment as Alternate Director except if and to the extent his appointor directs the Company to pay to the Alternate some of the remuneration otherwise payable to that Director.

## **Secretary**

### **26 Secretary**

If the Directors so resolve, a Secretary shall be appointed on such terms as the Directors think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

## **Part 3**

### **Shares and Distributions**

#### **Shares**

### **27 All shares to be fully paid up**

- 27.1** No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 27.2** This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

## **28 Pre-emption rights**

The Directors may allot equity securities as if Section 561 of the Companies Act 2006 (Existing shareholders' right of pre-emption) did not apply to the allotment.

## **29 Powers to issue different classes of share**

**29.1** Subject to the Articles and the Investment Agreement, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

**29.2** The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

## **30 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 share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

## **31 Share certificates**

**31.1** The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

**31.2** Every certificate must specify:

**31.2.1** the number and class of shares to which it relates;

**31.2.2** the nominal value of those shares;

**31.2.3** that the shares are fully paid; and

**31.2.4** any distinguishing numbers assigned to them.

**31.3** No certificate may be issued in respect of shares of more than one class.

**31.4** If more than one person holds a share, only one certificate may be issued in respect of it.

**31.5** Certificates must:

**31.5.1** have affixed to them the Company's common seal; or

**31.5.2** be otherwise executed in accordance with the Companies Acts.

## **32 Replacement share certificates**

**32.1** A shareholder who has separate certificates in respect of shares of one class may request in writing that it be replaced with a consolidated certificate. The Company may comply with such request at its discretion.

**32.2** A shareholder who has a consolidated share certificate may request in writing that it be replaced with two or more separate certificates representing the shares in such proportions as such shareholder may specify. The Company may comply with such request at its discretion.

- 32.3** If a share certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, the member shall be issued a new certificate representing the same shares upon request.
- 32.4** No new certificate will be issued pursuant to this Article 32 unless the relevant shareholder has:
- 32.4.1** first delivered the old certificate or certificates to the Company for cancellation; or
  - 32.4.2** complied with such conditions as to evidence and indemnity as the Directors may think fit; and
  - 32.4.3** paid such reasonable fee as the Directors may decide.
- 32.5** In the case of shares held jointly by several persons, any request pursuant to this Article 32 may be made by any one of the joint holders.

### **33 Share transfers**

- 33.1** Shares may be transferred by means of an instrument of transfer executed by or on behalf of the transferor. Such instrument of transfer must be in hard copy form but may otherwise be in any usual form or any other form approved by the Directors.
- 33.2** No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 33.3** The Company may retain any instrument of transfer which is registered.
- 33.4** The transferor remains the holder of the shares concerned until the transferee's name is entered in the register of members in respect of those shares.
- 33.5** Subject to Articles 33.6 to 33.8 (inclusive), the Directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of the refusal unless they suspect that the proposed transfer may be fraudulent.
- 33.6** Notwithstanding anything contained in these Articles but subject to the Investment Agreement:
- (a) the Directors (or Director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares; and
  - (b) a holder of shares in the Company is not required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place,
- where in any such case the transfer is or is to be:
- (c) executed by a bank or institution to which such shares have been mortgaged or charged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security;
  - (d) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security; or
  - (e) to any such bank or institution (or to its nominee) pursuant to any such security.



**33.7** A certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts other in the absence of manifest error.

**33.8** Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this Article.

#### **34 Transmission of shares**

**34.1** If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

**34.2** A transmittee who produces such evidence of entitlement to shares as the Directors may reasonably require:

**34.2.1** may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and

**34.2.2** subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

**34.3** A transmittee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which it is entitled, by reason of the holder's death or bankruptcy or otherwise, unless it becomes the holder of those shares.

#### **35 Exercise of transmittees' rights**

**35.1** A transmittee who wishes to become the holder of shares to which it has become entitled must notify the Company in writing of that wish.

**35.2** If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in hard copy form in respect of it.

**35.3** Any transfer made or executed under this Article 35 is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

#### **36 Transmittees bound by prior notices**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

### **Dividends and Other Distributions**

#### **37 Procedure for declaring dividends**

**37.1** The Company may by ordinary resolution declare dividends, and subject to the provisions of these Articles, the Directors may decide to pay interim dividends.

**37.2** 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.

- 37.3** No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 37.4** Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it 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.
- 37.5** If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 37.6** The Directors may pay fixed dividends on any class of shares carrying such a dividend expressed to be payable on fixed dates on the dates prescribed for payment if it appears to them that the profits available for distribution justify the payment.
- 37.7** If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of a fixed or interim dividend on shares with deferred or non-preferred rights.

## **38 Payment of dividends and other distributions**

- 38.1** 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:
- 38.1.1** transfer to a bank or building society account specified by the payee either in writing or as the Directors may otherwise decide;
  - 38.1.2** sending a cheque made payable to the payee by post to the payee at the payee's registered address (if the payee is a holder of the share), or (in any other case) to an address specified by the payee either in writing or as the Directors may otherwise decide;
  - 38.1.3** sending a cheque made payable to such person by post to such person at such address as the payee has specified either in writing or as the Directors may otherwise decide; or
  - 38.1.4** any other means of payment as the Directors agree with the payee either in writing or by such other means as the Directors decide.
- 38.2** Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other sum payable on or in respect of a share may be paid in such currency as the Directors may resolve, using such exchange rate for currency conversions as the Directors may select.
- 38.3** In the Articles, the "payee" means, in respect of a share in respect of which a dividend or other sum is payable:
- 38.3.1** the holder of the share; or
  - 38.3.2** if the share has two or more joint holders, whichever of them is named first in the register of members; or
  - 38.3.3** if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or

38.3.4 such other person or persons as the holder (or, in the case of joint holders, all of them) may direct.

## **39 No interest on distributions**

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

39.1.1 the terms on which the share was issued; or

39.1.2 the provisions of another agreement between the holder of that share and the Company.

## **40 Unclaimed distributions**

**40.1** All dividends or other sums which are:

40.1.1 payable in respect of shares; and

40.1.2 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.

**40.2** The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

**40.3** If:

40.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

40.3.2 the payee has not claimed it,

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

## **41 Non-cash distributions**

**41.1** 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 or make a dividend or other distribution in whole or in part by transferring non-cash assets, or by procuring the receipt by shareholders of non-cash assets (including, without limitation, shares or other securities in any company) and the Directors shall give effect to such resolution.

**41.2** For the purposes of paying or making a non-cash distribution, the Directors may make such arrangements as they think fit, including, where any difficulty arises regarding the distribution:

41.2.1 fixing the value for distribution purposes of any assets;

41.2.2 paying cash to any distribution recipient on the basis of that value in order to secure equality of distribution; and

41.2.3 vesting any assets in trustees;

but without being required to make such arrangements.

## **42 Waiver of distributions**

**42.1** Payees may waive their entitlement to a dividend or other distribution payable in respect of a share in whole or in part by giving the Company notice in writing to that effect, but if:

**42.1.1** the share has more than one holder; or

**42.1.2** more than one person is entitled to the 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 the share.

## **Capitalisation of Profits**

## **43 Authority to capitalise and appropriation of capitalised sums**

**43.1** Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

**43.1.1** 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, capital redemption reserve or other undistributable reserve; and

**43.1.2** appropriate any sum which they so decide to capitalise (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.

**43.2** Capitalised sums must be applied:

**43.2.1** on behalf of the persons entitled; and

**43.2.2** in the same proportions as a dividend would have been distributed to them.

**43.3** 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 or as they may direct.

**43.4** 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 or as they may direct.

**43.5** Subject to the Articles the Directors may:

**43.5.1** apply capitalised sums in accordance with Articles 43.3 and 43.4 partly in one way and partly in another;

**43.5.2** make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article 43 (including to disregard fractional entitlements or for the benefit of them to accrue to the Company ); and

**43.5.3** 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 43.

## **Part 4**

### **Decision-Making by Shareholders**

#### **Organisation of General Meetings**

##### **44 Attendance and speaking at general meetings**

- 44.1** 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.
- 44.2** A person is able to exercise the right to vote at a general meeting when:
- 44.2.1** that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 44.2.2** 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.
- 44.3** 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.
- 44.4** In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 44.5** 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.

##### **45 Quorum for general meetings**

- 45.1** No business other than the appointment of the Chair of the Meeting shall be transacted at a general meeting unless a quorum is present at the time when the meeting proceeds to business and remains present during the transaction of business.
- 45.2** The quorum for any meeting of shareholders shall be the presence of one shareholder.

##### **46 Chairing general meetings**

- 46.1** If the Directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.
- 46.2** If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 46.2.1** the Directors present; or
  - 46.2.2** (if no Directors are present), the meeting,
- must appoint a Director or shareholder to chair the meeting, and such appointment must be the first business of the meeting.
- 46.3** The person chairing a meeting in accordance with this Article 46 is referred to as the “**Chair of the Meeting**”.

## **47 Attendance and speaking by Directors and non-shareholders**

**47.1** Directors may attend and speak at general meetings, whether or not they are shareholders.

**47.2** The Chair of the Meeting may permit other persons who are not:

**47.2.1** shareholders of the Company; or

**47.2.2** otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

## **48 Adjournment**

**48.1** If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the Meeting must adjourn it.

**48.2** The Chair of the Meeting may adjourn a general meeting at which a quorum is present if:

**48.2.1** the meeting consents to an adjournment; or

**48.2.2** the Chair of the Meeting considers that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

**48.3** The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.

**48.4** When adjourning a general meeting, the Chair of the Meeting must 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.

**48.5** 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):

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

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

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

## **Voting at General Meetings**

### **49 Voting: general**

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 the Articles.

### **50 Errors and disputes**

**50.1** No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

**50.2** Any such objection must be referred to the Chair of the Meeting, whose decision is final.

## **51 Poll votes**

### **51.1** A poll on a resolution may be demanded:

- 51.1.1 in advance of the general meeting where it is to be put to the vote; or
- 51.1.2 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.

### **51.2** A poll may be demanded by:

- 51.2.1 the Chair of the Meeting;
- 51.2.2 the Directors;
- 51.2.3 two or more persons having the right to vote on the resolution; or
- 51.2.4 a person or persons representing not less than 10% of the total voting rights of all the shareholders having the right to vote on the resolution.

### **51.3** A demand for a poll may be withdrawn if:

- 51.3.1 the poll has not yet been taken; and
- 51.3.2 the Chair of the Meeting consents to the withdrawal.

### **51.4** Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

## **52 Content of proxy notices**

### **52.1** Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

- 52.1.1 states the name and address of the shareholder appointing the proxy;
- 52.1.2 identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
- 52.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 52.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

### **52.2** The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

### **52.3** 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.

## **53 Delivery of proxy notices**

### **53.1** Proxy notices in hard copy form must be received at such place and by such deadline specified in the notice convening the meeting. If no place is specified, then the proxy notice must be received at the registered office of the Company for the time being. If no deadline is specified, proxy notices must be received, before the start of the meeting or adjourned meeting or, if a poll is taken otherwise than at or on the same day as the meeting or adjourned meeting, at the time for the taking of the poll at which it is to be used.

- 53.2** 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.
- 53.3** 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.
- 53.4** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 53.5** If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 53.6** Any vote cast or poll demanded by a proxy shall not be invalidated by the previous death or insanity of the shareholder or by the revocation or termination of the appointment of the proxy or of the authority under which the appointment was made unless notice of such death, insanity, revocation or termination was received in writing at the place specified in the notice of meeting for the receipt of proxy notices (or, if no place is specified, the registered office for the time being) before the start of the meeting or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll.

## **54 Amendments to resolutions**

- 54.1** An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 54.1.1** 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 the meeting is to take place (or such later time as the Chair of the Meeting may determine); and
  - 54.1.2** the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.
- 54.2** A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 54.2.1** the Chair of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 54.2.2** the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 54.3** If the Chair of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair of the Meeting's error does not invalidate the vote on that resolution.



## **Part 5**

### **Administrative Arrangements**

#### **55 Means of communication to be used**

**55.1** Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

**55.2** Any notice, document or information (including a share certificate) which is sent or supplied by the Company in hard copy form, or in electronic form but to be delivered other than by electronic means, which is:

**55.2.1** sent by hand and properly addressed shall be deemed to have been received by the intended recipient on the day of delivery;

**55.2.2** sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of 24 hours (or, where first class mail is not employed, 48 hours) after the time it was posted,

and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed and, in the case of post, pre-paid and posted.

**55.3** Any notice, document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient 24 hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed.

**55.4** The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.

**55.5** Subject to the Articles, 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.

**55.6** A Director may agree with the Company that notices, documents or information 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 that provided in this Article 55.

#### **56 Joint holders**

**56.1** Except as otherwise specified in the Articles, anything which needs to be agreed or specified by the joint holders of a share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the register of members in respect of the share.

**56.2** Except as otherwise specified in the Articles, any notice, document or information which is authorised or required to be sent or supplied to joint holders of a share may be sent or supplied to the joint holder whose name stands first in the register of members in respect of the share, to the exclusion of the other joint holders.

- 56.3** The provisions of this Article 56 shall have effect in place of the provisions of Schedule 5 of the Companies Act 2006 regarding joint holders of shares.

## **57 Company seals**

- 57.1** Any common seal may only be used by the authority of the Directors.
- 57.2** The Directors may decide by what means and in what form any common seal is to be used.
- 57.3** 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.
- 57.4** For the purposes of this Article 57, an authorised person is:
- 57.4.1** any Director of the Company;
  - 57.4.2** the Secretary (if any); or
  - 57.4.3** any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.
- 57.5** The Company may exercise all powers conferred by the Companies Act 2006 with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

## **58 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.

## **59 Provision for employees on cessation of business**

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

## **60 Bank mandates**

The Directors may by majority decision or written resolution authorise such person or persons as they think fit to act as signatories to any bank account of the Company and may amend or remove such authorisation from time to time by resolution.

## **61 Authentication of documents**

- 61.1** Any Director or the Secretary (if any) or any person appointed by the Directors for the purpose shall have power to authenticate:
- 61.1.1** any document affecting the constitution of the Company;
  - 61.1.2** any resolution passed at a general meeting or at a meeting of the Directors or any committee; and
  - 61.1.3** any book, record, document or account relating to the business of the Company,

and to certify copies or extracts as true copies or extracts.

- 61.2** A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

## **Directors' Liabilities**

### **62 Indemnity**

- 62.1** Subject to paragraph 67.2, a Relevant Officer may be indemnified out of the Company's assets against:
- 62.1.1** any liability incurred by or attaching to that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated Company;
  - 62.1.2** any liability incurred by or attaching to that officer in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the Companies Act 2006);
  - 62.1.3** any other liability incurred by or attaching to that officer as an officer of the Company or an Associated Company.
- 62.2** This Article 62 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 62.3** Where a Relevant Officer is indemnified against any liability in accordance with this Article, such indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by such Relevant Officer in relation thereto.

### **63 Insurance**

- 63.1** The Directors shall have the power to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any relevant loss.
- 63.2** In this Article 63, a "**relevant loss**" means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that officer's duties or powers in relation to the Company, any Associated Company or any pension fund or employees' share scheme of the Company or Associated Company.

### **64 Defence expenditure**

- 64.1** So far as may be permitted by the Companies Acts, the Company may:
- 64.1.1** provide a Relevant Officer with funds to meet expenditure incurred or to be incurred by such Relevant Officer in:
    - (i) defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by such Relevant Officer in relation to the Company or an Associated Company; or

- (ii) in connection with any application for relief under the provisions mentioned in Section 205(5) of the Companies Act 2006; and

**64.1.2** do anything to enable any such Relevant Officer to avoid incurring such expenditure.

**64.2** The terms set out in Section 205(2) of the Companies Act 2006 shall apply to any provision of funds or other things done under Article 64.1.

**64.3** So far as may be permitted by the Companies Acts, the Company:

**64.3.1** may provide a Relevant Officer with funds to meet expenditure incurred or to be incurred by such Relevant Officer in defending themselves in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by such Relevant Officer in relation to the Company or any Associated Company; and

**64.3.2** may do anything to enable any such Relevant Officer to avoid incurring such expenditure.