

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

CONVOSPHERE LTD

REGISTERED NUMBER 09289425

(the "Company")

CIRCULATION DATE: 7 May 2019

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the directors of the Company proposes the following written resolution, resolution 1 as a special resolution (the "**Written Resolution**").

1. ADOPTION OF NEW ARTICLES OF ASSOCIATION

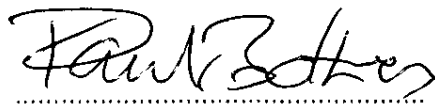
THAT, the regulations contained in the printed documents attached hereto, be adopted as the articles of association of the Company with effect from 28 January 2017 in substitution for and to the exclusion of the existing articles of association of the Company.

The undersigned, being the persons entitled to vote on the above Written Resolution on the circulation date, hereby irrevocably agree to the Written Resolution.

AGREEMENT

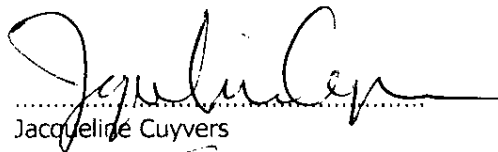
Please read the notes at the end of this document before signifying your agreement to the Written Resolution.

The undersigned, each being the persons entitled to vote on the above Written Resolution, hereby irrevocable agrees to sign the Written Resolution:



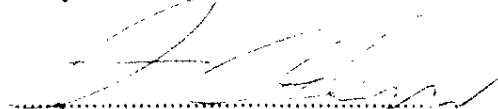
Paul Brothers

14/5/19
Date



Jacqueline Cuyvers

14/5/19
Date



Ibrahim Aladwani

14/5/19
Date

WEC MONDAY



A8IY6S74

A08 25/11/2019 #145

COMPANIES HOUSE

A8H07ANL

A27 06/11/2019 #15

COMPANIES HOUSE

NOTES

1. You can choose to agree to Written Resolution or not. If you agree to the Written Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By Hand. Deliver the signed copy for the attention of Katie Hobkirk at Thorntons Law, Kinburn Castle, Doubledykes Road, St Andrews, KY16 9DR.

Post. Return the signed copy by post to Katie Hobkirk at Thorntons Law, Kinburn Castle, Doubledykes Road, St Andrews, KY16 9DR.

Fax. Fax the signed copy to 01334 476862 marked "For the attention of Katie Hobkirk".

Email. Attach a scanned copy of the signed document to an email and sending it to khobkirk@thorntons-law.co.uk. Please enter "Convosphere Ltd Written Resolution" in the email subject box.

If you do not agree to the Written Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Written Resolution, you may not revoke your agreement.
3. Unless sufficient agreement has been received for the Written Resolution to pass 28 days after the date of this Written Resolution, they will lapse. If you agree to these Written Resolution, please indicate your agreement and notify us as soon as possible.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Company number: 09289425

ARTICLES OF ASSOCIATION

of

CONVOSPHERE LTD

(Adopted by written resolution passed on 28th January 2017)



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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
CONVOSPHERE LTD (the "Company")

(Adopted by written resolution of the Company passed on 28th January 2017)

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles:

"Acquisition Price" means in respect of Compulsory Sale Shares, the issue price (including any premium) of the Compulsory Sale Shares or, where any of the Compulsory Sale Shares were acquired by a Compulsory Seller by way of transfer rather than allotment, the lower of the issue price (including any premium) and the amount paid by such Compulsory Seller on the transfer.

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers.

"Allocation Notice" has the meaning given to it in Article 11.10.

"Approved Offer" has the meaning given to it in Article 14.2(a).

"Articles" means these articles of association, as amended from time to time.

"Associated Company" means a company or other body corporate which is associated with the Company for the purposes of section 256 CA2006.

"Auditors" means the Company's auditors from time to time.

"Bad Leaver" means a Relevant Individual who ceases to be an employee and/or director and/or consultant of the Company or any member of the Group:

- (a) where the Relevant Individual at any time (before or after his cessation of office or employment) breaches the Protective Undertakings; or
- (b) by reason or as a consequence of the termination by the relevant member of the Group of his contract of employment, consultancy agreement or directorship in circumstances justifying summary dismissal as set out in his service agreement and/or summary termination of his consultancy or directorship (as the case may be).

"Board" means the board of Directors from time to time.

"body corporate" has the meaning given to it in section 1173 CA2006.

"Business Day" means a day (other than a Saturday or Sunday) on which the clearing banks in the City of London are open for business.

"Buyer" has the meaning given to it in Article 14.1(a).

"CA2006" means the Companies Act 2006 as amended from time to time.

"Cessation Date" means:

- (a) where a Relevant Individual dies, the date of his death; or
- (b) in circumstances other than death, the date on which a Relevant Individual gives, or is given, notice of termination of his contract of employment, consultancy or directorship, or the date of the occurrence of a repudiatory breach by him of such contract, consultancy or directorship (whichever is the earlier).

"Commencement Date" means the date on which these Articles are adopted.

"Companies Acts" has the meaning given to it in section 2 CA2006 in so far as the provisions referred to in such section are in force from time to time.

"Compulsory Sale Shares" has the meaning given to it in Article 13.4.

"Compulsory Seller" and **"Compulsory Sellers"** have the meanings given to them in Article 13.3.

"Connected Person" has the meaning given to it in section 1122 Corporation Tax Act 2010.

"Controlling Interest" means, in relation to a person, the ownership by that person alone or together with his or its Connected Persons of more than 50% of the voting rights attaching to all issued Shares.

"Directors" means the directors of the Company from time to time.

"Drag Along Right" has the meaning given to it in Article 15.1.

"electronic form" has the meaning given to it in section 1168(3) CA2006.

"electronic means" has the meaning given to it in section 1168(4) CA2006.

"Employee Benefit Trust" means any trust which may be established for the benefit of the employees (which may include past employees) of the Company and/or any other member of the Group, and which satisfies the definition of an "employees' share scheme" set out in section 1166 CA2006.

"Employee Reserved Shares" has the meaning given to it in the Subscription and Shareholders' Agreement.

"Experts" has the meaning given to it in Article 1.4.

"Extra Shares" has the meaning given to it in Article 11.7.

"Family Trust" means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) under which the only persons being (or capable of being) beneficiaries are the individual beneficial owner of the Shares held in

trust and/or his Privileged Relations, and no power of control over the voting powers conferred by such Shares is exercisable at any time by or subject to the consent of any person other than the trustees as trustees or such individual beneficial owner or his Privileged Relations.

"FSMA" means the Financial Services and Markets Act 2000.

"Good Leaver" means a Relevant Individual who ceases to be an employee and/or director and/or consultant of any member of the Group and:

- (a) who is neither classified as a Bad Leaver nor an Intermediate Leaver; or
- (b) who is determined by the Board with Shareholder Consent to be a Good Leaver.

"Group" means the Company and its subsidiary undertakings from time to time, and **"member of the Group"** and **"Group Company"** shall be construed accordingly.

"group undertaking" means in relation to an undertaking, its parent undertaking (if any) and its subsidiary undertakings and any other subsidiary undertakings of its parent undertaking.

"hard copy" has the meaning given to it in section 1168(2) CA2006.

"Interest" has the meaning given to it in Article 1.3(a).

"Intermediate Leaver" means a Relevant Individual who ceases to be an employee and/or director and/or consultant of the Company or any member of the Group in either the following circumstances:

- (a) as a result of his voluntary resignation (other than in circumstances that comprise constructive dismissal); or
- (b) as a result of the termination by the relevant member of the Group of his contract of employment, consultancy agreement or directorship other than in circumstances justifying summary dismissal as set out in his service agreement and/or summary termination of his consultancy or directorship (as the case may be).

"Market Value" has the meaning given to it in Article 12 (*Valuation*) in relation to voluntary share transfers, and in Article 13.6 in relation to compulsory share transfers.

"Member" means a registered holder of any Share as recorded in the Company's register of members from time to time.

"Ordinary Shares" means ordinary shares of £1.00 each in the capital of the Company.

"Other Shareholders" has the meaning given to it in Article 15.1.

"parent undertaking" and **"subsidiary undertaking"** have the respective meanings given to them in section 1162 CA2006.

"Privileged Relation" means in relation to any Member who is an individual, the Member's spouse or civil partner for the time being (which in the case of Paul Brothers shall include Brenda Finlay), parent, and all lineal descendants of that Member (including for this purpose any step-child, adopted child or illegitimate child of the Member or his lineal descendants) or any person who for the time being is married to or is the civil partner of

any such lineal descendant but no lineal descendant may be a Privileged Relation whilst a minor.

"Proportionate Entitlement" has the meaning given to it in Article 11.7.

"Proposed Transferee" means a person to whom a Seller proposes to transfer Sale Shares.

"Protective Undertakings" means the obligations imposed on a Relevant Individual by Clause 7 (*Post Completion Provisions*) of the Subscription and Shareholders' Agreement.

"Relevant Individual" means an employee or director or consultant of any member of the Group.

"Sale Shares" has the meaning given to it in Article 11.2(a).

"Seller" has the meaning given to it in Article 11.1.

"Share" means a share in the capital of the Company.

"Share Sale" means the completion of any transaction or series of transactions in which any person, Connected Persons or group of persons Acting in Concert purchases, otherwise acquires or obtains all of the Shares.

"Shareholder Consent" means the consent, approval or agreement of Shareholders that together hold more than 50 per cent of the issued Shares from time to time.

"Start Date" means:

- (a) the Commencement Date; or
- (b) in the case of a Member who is not a Member as at the Commencement Date and who first acquires Shares after the Commencement Date, the date of the acquisition of such Shares.

"Statutes" means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts.

"Subscription and Shareholders' Agreement" means the agreement dated on the Commencement Date and made between (1) the Company (2) Paul Brothers (3) Jacqueline Cuyvers (4) Ibrahim Aladwani.

"Total Transfer Condition" means a condition in a Transfer Notice stipulating that such Transfer Notice is conditional upon all and not some only of the Sale Shares specified in it being sold.

"Transfer Notice" means a notice in writing by a Seller of his wish to transfer any Shares.

"Transfer Price" has the meaning given to it in Article 11.4.

"UKLA" means the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI FSMA.

"ultimate parent undertaking" means in relation to an undertaking, its ultimate parent undertaking (being a parent undertaking which is not itself a subsidiary undertaking) as at the date of the adoption of these Articles.

"undertaking" has the meaning given to it in section 1161 CA2006.

1.2 In these Articles:

- (a) reference to a document or a provision of a document is to that document or provision as varied, supplemented, novated or replaced from time to time;
- (b) reference to a **"person"** includes a legal or natural person, partnership, association, trust, company, corporation, joint venture, government, state or agency of the state or other body;
- (a) reference to a statute or statutory provision includes a reference to:
 - (i) any statutory amendment, consolidation or re-enactment of it to the extent in force from time to time;
 - (ii) all orders, regulations, instruments or other subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) made under it to the extent in force from time to time; and
 - (iii) any statute or statutory provision of which it is an amendment, consolidation or re-enactment;
- (c) reference to a governmental, regulatory or administrative authority or other agency or body that ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed, means the agency or body which performs most closely the functions of that authority, agency or body;
- (d) the term **"financial year"** (and, unless the context otherwise requires, other terms used in these Articles that are defined in CA2006) shall be interpreted in accordance with CA 2006;
- (e) the interpretation of general words shall not be restricted by words indicating a particular class or particular examples;
- (f) an individual includes, where appropriate, his personal representatives;
- (g) a statutory or regulatory body will include its successors and any substituted body;
- (h) the singular includes the plural and *vice versa*; and
- (i) one gender includes all genders.

1.3 Reference to a "transfer" of Shares or any similar expression will be deemed to include (without limitation):

- (a) any sale or other disposition of the legal or equitable interest in a Share (including any voting right attaching to a Share) (**"Interest"**);
- (b) the creation of any mortgage, charge, pledge or other encumbrance over any Interest;

- (c) any direction by a Member entitled to an allotment or issue of Shares that a Share be allotted or issued to some person other than himself; and
- (d) any grant of an option to acquire either or both of the legal and equitable ownership of any Share by any Member entitled to any such Share.

1.4 Unless it is specifically stated otherwise, any dispute as to (or failure for whatever reason to agree) value, or the calculations or adjustments to be made, or any amount payable, including the Market Value of Sale Shares under Article 12 (*Valuation*) or of Compulsory Sale Shares under Article 13.6 or otherwise pursuant to these Articles, will be referred to the Auditors for final determination. If the Auditors decline to act in respect of any such referral, the matter will be determined by an independent firm of chartered accountants agreed for the purpose by the parties concerned or, in default of agreement, within five Business Days after the Auditors have declined to act, appointed by the president of the Institute of Chartered Accountants in England and Wales from time to time. The Auditors or independent accountants (as the case may be) (the "**Experts**") will act as experts and not as arbitrators and their costs will be borne as directed by the relevant Article or, if the Article is silent on the point, as directed by the Experts. In the absence of any such direction, such costs will be borne equally between parties concerned. The written decision of the Experts will be conclusive and binding on the Company and the Members (except in the case of fraud or manifest error).

1.5 The headings in these Articles are included for ease of reference and do not affect its construction.

2 **MODEL ARTICLES**

These Articles, together with the articles contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 ("**Model Articles**") shall be the Articles of Association of the Company save insofar as the Model Articles are excluded or varied hereby. The following regulations in the Model Articles shall not apply to the Company: 7(1) (*directors to take decisions collectively*), 8 (*unanimous decision*), 9(3) and (4) (*calling a directors' meeting*), 10(1) and (2) (*participation in directors' meetings*), 11 (*quorum for directors' meetings*), 13 (*casting vote*), 14 (*conflicts of interest*), 17(2) (*methods of appointing directors*), 21 (*all shares to be fully paid up*), 45(1)(d) (*content of proxy notices*), 52 (*indemnity*) and 53 (*insurance*).

3 **SHARE RIGHTS - GENERAL**

The rights and restrictions attaching to the Ordinary Shares are set out in full in these Articles.

4 **SHARE RIGHTS - INCOME**

If the Board has recommended payment of the same, then all profits which the Company determines to distribute in respect of any financial year will be paid in cash to the holders of Ordinary Shares *pro rata* according to the aggregate number of Ordinary Shares held by them respectively.

5 **SHARE RIGHTS - EXIT**

Upon a return of capital on an exit event or otherwise, the proceeds available for distribution to Shareholders on an exit event or the surplus assets of the Company remaining after the payment of its liabilities for any other return of capital shall be distributed amongst the holders of Ordinary Shares *pro rata* according to the aggregate number of Ordinary Shares held by them respectively.

6 SHARE RIGHTS - VOTING

- 6.1 The Ordinary Shares will confer on each holder thereof the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each Ordinary Share will carry one vote per Share.
- 6.2 The voting rights of Members set out in Article 6.1 are subject to:
- (a) Article 13.7;
 - (b) Article 22.10.

7 VARIATION OF SHARE RIGHTS

- 7.1 The rights attaching to the Shares may, in each case, be altered or abrogated (whether or not the Company is being wound up) only with the prior consent of the holders of the issued Shares of that class given in accordance with Article 7.2.
- 7.2 The consent of the holders of a class of Shares may be given by:
- (a) a special resolution passed at a separate general meeting of the holders of that class; or
 - (b) a written resolution in any form signed by or on behalf of the holders of not less than 75% in nominal value of the issued Shares of that class.

8 ISSUE AND ALLOTMENT OF NEW SHARES

- 8.1 All new Shares (other than the grant of options over or the allotment and issue of the Employee Reserved Shares) or other securities of the Company will be offered by the Directors for subscription to the Members as nearly as possible, on the same terms (and, without prejudice to the generality of the foregoing, including any obligation to subscribe for other securities or provide debt to the Group which can reasonably be considered as a term of the offer to subscribe for new Shares) in such proportions as equal (as nearly as possible) the proportion of Shares held by them respectively at that time.
- 8.2 The offer will be made by notice specifying the number and class of Shares or securities offered, the price per Share or security, and a time (being not less than 14 days) within which the offer, if not accepted, will be deemed to be declined. At the end of that period or, if earlier, on the receipt of an indication from the persons to whom such notice is given that they decline to accept some or all of the Shares or securities so offered, the Directors will offer the declined Shares or securities in the same proportions to the Members who have accepted all the Shares or securities initially offered to them. This further offer will be made in the same manner as the original offer but may, at the discretion of the Directors, be limited to a period of seven days after which it will (to the extent that any Shares or securities remain unaccepted) be deemed to have been withdrawn.
- 8.3 Any Shares or securities not taken up at the end of the procedure set out in Article 8.1 and Article 8.2 may be offered by the Directors to a third party and, subject to these Articles and the provisions of the Statutes, such Shares or securities will be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms as they think fit. However:
- (a) no Shares will be issued at a discount;

- (b) no Shares or securities will be issued more than three months after the end of the period for acceptance of the last offer of such Shares or securities under Article 8.1 and Article 8.2 unless the procedure set out in those Articles is repeated in respect of such Shares or securities;
- (c) no Shares or securities will be issued on terms which are more favourable than those on which they were offered to the Members; and
- (d) no Shares or securities will be issued to any person who, in the opinion of the Board is carrying on business directly or indirectly in competition with the Company or any member of the Group.

8.4 The provisions of sections 561 and 562 CA2006 do not apply to the Company.

8.5 If, due to any inequality between the number of new Shares or securities to be issued and the number of Shares held by Members entitled to have the offer of new Shares or securities made to them, any difficulty arises in the apportionment of any such new Shares amongst the Members, such difficulties will be determined by the Board.

8.6 Shares may be issued as nil paid, partly paid or fully paid.

8.7 Article 24(2)(c) of the Model Articles shall be amended by the deletion of the words "that the shares are fully paid" and the insertion of the words "the extent to which the shares are paid up".

8.8 The Directors may require, as a pre-condition of the allotment of any shares, that the allottee provide such information as the Company may reasonably require in order to make any requisite entries on the PSC Register.

9 TRANSFERS OF SHARES - PROHIBITED TRANSFERS

Lock-in

9.1 No Shareholder may transfer any Shares during the period ending two years after the Commencement Date.

General prohibitions

9.2 The Directors will not register any transfer of Shares to any of the following:

- (a) any person who, in the opinion of the Board is carrying on business directly or indirectly in competition with the Company or any member of the Group, except this restriction will not apply to any transfer of Shares pursuant to Articles 14 (*Change of control - Tag along rights*) and 15 (*Change of control - Drag along rights*); or
- (b) any person who does not have legal capacity to transfer such Shares or otherwise to comply fully with the provisions of these Articles,

and Article 26(5) of the Model Articles shall not apply to the Company.

Prohibition unless in accordance with these Articles

9.3 Subject to Articles 9.1 and 9.2, the Directors will not register a transfer of Shares unless:

- (a) the transfer is permitted by Article 10 (*Permitted transfers*), or has been validly made in accordance with Article 11 (*Pre-emption*), Article 13 (*Compulsory transfers*), Article 14 (*Change of control - Tag along rights*) or Article 15 (*Change of control - Drag along rights*); and
- (b) if not already a party to the Subscription and Shareholders' Agreement, the proposed transferee has entered into a deed of adherence to, and in the form required by, the Subscription and Shareholders' Agreement.

9.4 The Directors may require, as a pre-condition of registration of the transfer of any Shares, that the transferee provide such information as the Company may reasonably require in order to make any requisite entries on the PSC Register in connection with the Shares.

10 PERMITTED TRANSFERS

10.1 Where any Shares are the subject of a Transfer Notice, no transfers of any such Shares will be permitted pursuant to this Article 10 (*Permitted transfers*).

10.2 Subject to Article 10.1, Article 10.3 and Article 10.4, any Share may be transferred:

- (a) by its beneficial owner to a person shown to the reasonable satisfaction of the Board to be a nominee for such beneficial owner only, and by any such nominee to the beneficial owner or to another person shown to the reasonable satisfaction of the Board to be a nominee for the beneficial owner only;
- (b) by a Shareholder, to his or her Privileged Relations or to a person shown to the reasonable satisfaction of the Board to be trustee(s) of a Family Trust, and by any such Privileged Relations or trustee(s) to such Shareholder, or to any other person or persons shown to the reasonable satisfaction of the Board to be the trustee(s) for the time being (on a change of trustee) of the Family Trust in question;
- (c) when required by, and in accordance with, Article 13 (*Compulsory transfers*);
- (d) to a Buyer in acceptance of an Approved Offer under Article 14 (*Change of control - Tag along rights*) or Article 15 (*Change of control - Drag along rights*);
- (e) in the case of Shares held by an undertaking, subject to Article 10.4, to a group undertaking of the transferor;
- (f) to an Employee Benefit Trust, or by an Employee Benefit Trust to any beneficiary of that trust or to any replacement trustees or into the joint name of the existing and any new or additional trustees; or
- (g) with Shareholder Consent.

Further transfers by Privileged Relatives, group members etc.

10.3 Where Shares are held by (a) one or more nominees of their beneficial owner, (b) a trustee or trustees of a Family Trust or (c) one or more Privileged Relations of a Manager and any such person ceases to be:

- (a) in the case of (a) above, a nominee of the beneficial owner of the Shares; or
- (b) in the case of (b) above, a trustee of the Family Trust of the beneficial owner of the Shares; or

(c) in the case of (c) above, a Privileged Relation of the Manager,

such person will on or before such cessation transfer such Shares to the original transferor or such other person in accordance with (as the case may be) Article 10.2(a) or Article 10.2(b).

10.4 Where Shares have been transferred under Article 10.2(e) and the transferee ceases to be a group undertaking of the transferor's ultimate parent undertaking, it will, on or before the cessation, transfer such Shares to a group undertaking of the transferor's ultimate parent undertaking.

10.5 If a Member fails or refuses to execute and deliver any transfer(s) in respect of any Shares in accordance with Article 10.3 or Article 10.4, the Board may authorise any Director to execute and deliver the necessary transfer(s) on the defaulting Member's behalf. The Board will authorise the registration of the transfer(s), and of the transferee(s) as the holder of the Shares so transferred, once appropriate stamp duty (if any) has been paid. After registration, the title of the transferee(s) as the registered holder(s) of such Shares will not be affected by any irregularity in or invalidity of such proceedings, which, will not be questioned by any person.

11 PRE-EMPTION

Transfer Notices

11.1 Except in the case of a transfer under Article 10 (*Permitted transfers*), and subject to the prohibitions on transfers set out in Article 9 (*Transfers of Shares - prohibited transfers*), any Member who wishes to transfer any Shares (a "**Seller**") must give a Transfer Notice to the Company.

11.2 Each Transfer Notice will (except as provided in Article 13 (*Compulsory transfers*)) relate to one class of Shares only and will specify:

- (a) the number and class of Shares which the Seller wishes to transfer ("**Sale Shares**");
- (b) the identity of the Proposed Transferee (if any);
- (c) the price per Share at which the Seller wishes to transfer the Sale Shares; and
- (d) whether or not the Transfer Notice is subject to a Total Transfer Condition. In the absence of any such stipulation it will be deemed not to be so conditional. No Total Transfer Condition will apply in respect of any Transfer Notice deemed to have been given pursuant to Article 13 (*Compulsory transfers*).

11.3 No Transfer Notice will be capable of variation or cancellation without the consent of the Board.

Transfer Price

11.4 The Transfer Notice will constitute the Company as the agent of the Seller for the transfer of the Sale Shares in accordance with this Article 11 (*Pre-emption*) at the following price ("**Transfer Price**"):

- (a) where approved by the Board, the price specified in the Transfer Notice; or
- (b) such other price that may be agreed between the Seller and the Board; or

- (c) in default of agreement under Article 11.4(b) the lower of:
 - (i) the price per Share specified in the Transfer Notice; and
 - (ii) if the Board elects, within 15 Business Days after the date of service or deemed service of the Transfer Notice, to instruct the Experts for the purpose, the Market Value of the Sale Shares as at the date of service or deemed service of the Transfer Notice, and as determined in accordance with Article 1.4 and Article 12 (*Valuation*).

Offer to Members

- 11.5 Within five Business Days after the Transfer Price being determined in accordance with Article 11.4, the Company (as agent for the Seller) will give notice in writing to each of the Members (other than the Seller and any other Member who has served, or who is deemed to have served, a Transfer Notice in respect of his entire holding of Shares and under which the sale of such Shares has not then been concluded) offering the Sale Shares for sale at the Transfer Price in accordance with Article 11.7. The notice will specify that the Members will have a period of up to 20 Business Days from the date of such notice to apply for some or all of the Sale Shares.
- 11.6 All Members to whom the offer is made must, before making their applications for Sale Shares and in any event within ten Business Days after the date of the notice given by the Company, notify the Board in writing of whether they intend to accept the offer and, if so, the number of Sale Shares, including Extra Shares, for which they intend to apply.

Pre-emption procedure

- 11.7 Sale Shares will be treated as offered among the relevant Members in proportion (as nearly as possible) to their existing holdings of Ordinary Shares ("**Proportionate Entitlement**"). However, the offer will also invite Members to indicate in their applications for Sale Shares whether they would be willing to buy Shares in excess of their Proportionate Entitlement should any such Shares be available and, if so, how many ("**Extra Shares**").

Allocation of Shares

- 11.8 After the expiry of the offer period specified in Article 11.5 (or, if sooner, upon valid applications being received for all of the Sale Shares in accordance with that Article), the Board will allocate the Sale Shares as follows:
 - (a) if the total number of Sale Shares applied for (including Extra Shares) is equal to or less than the available number of Sale Shares, each offeree will be allocated the number of Sale Shares applied for in accordance with his application (subject to Article 11.12); or
 - (b) if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each offeree will be allocated his Proportionate Entitlement or, if less, the number of Sale Shares which he has applied for; and
 - (c) applications for Extra Shares will be allocated in accordance with such applications or, in the event of competition between Members, among those applying for Extra Shares in such proportions as equal (as nearly as possible) the proportions of all the Ordinary Shares held by such offerees.
- 11.9 Allocations of Sale Shares made by the Company under this Article 11 (*Pre-emption*) will constitute the acceptance by the persons to whom they are allocated of the offer to

purchase those Sale Shares on the terms offered to them, provided that no person will be obliged to take more than the maximum number of Sale Shares which he has indicated to the Company he is willing to purchase.

Completion of sale and purchase of Sale Shares

- 11.10 The Company will immediately upon allocating any Sale Shares give notice in writing ("**Allocation Notice**") to the Seller and to each person to whom Sale Shares have been allocated specifying:
- (a) the number of Sale Shares so allocated;
 - (b) the aggregate price payable for them;
 - (c) any additional information required by Article 11.12(a) (if applicable); and
 - (d) (subject to Article 11.12(a)) the place and time (being not later than five Business Days after the date of the Allocation Notice) when the sale of the Sale Shares will be completed.
- 11.11 Subject to Article 11.12, completion of the sale and purchase of Sale Shares in accordance with the Allocation Notice will take place at the place and time specified in the Allocation Notice when the Seller will, upon payment of the due price, transfer those Sale Shares specified in the Allocation Notice with full title guarantee and deliver the relevant Share certificates to the persons to whom they have been allocated.
- 11.12 If the Transfer Notice included a Total Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares:
- (a) the Allocation Notice will refer to such Total Transfer Condition and will contain a further offer, open for 28 days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares; and
 - (b) completion of the transfer in accordance with this Article 11 (*Pre-emption*) will be conditional upon all such Sale Shares being so allocated.

Default by the Seller

- 11.13 If the Seller fails by the due completion date to execute and deliver any transfer(s) in respect of any of the Sale Shares which he is due to transfer, the Board may authorise any Director to:
- (a) execute and deliver the necessary transfer(s) on the Seller's behalf; and
 - (b) against receipt by the Company of the Transfer Price payable for the relevant Sale Shares (to be held on trust for the Seller without interest, and the receipt being a good discharge to the offeree who will not be bound to see to the application of it), deliver such transfer(s) to the relevant offeree(s).

The Board will authorise registration of the transfer(s), and of the offeree(s) as the holder(s) of the Sale Shares so transferred, once appropriate stamp duty has been paid. After registration, the title of such offeree(s) as registered holder(s) of such Sale Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person.

Exhaustion of pre-emption rights - rights and restrictions with regard to sale to third party

- 11.14 Immediately after the exhaustion of the pre-emption process followed in accordance with these Articles, if any Sale Shares remain unallocated, the Company will notify the Seller of that fact in writing. The Seller may, at any time within one calendar month after receiving such notice (but not otherwise unless the pre-emption procedure set out in these Articles is repeated), transfer any unsold Sale Shares to the Proposed Transferee at any price which is not less than the Transfer Price, except that:
- (a) the Board will refuse registration of any transfer to a Proposed Transferee who is a person to whom Shares may not be transferred by virtue of Article 9.2 or Article 9.3;
 - (b) if any such transfer would, if made and registered, result in the Proposed Transferee obtaining a Controlling Interest, the Board will refuse registration of such transfer until such time as an Approved Offer has been made and the provisions of Article 14 (*Change of control - Tag along rights*) have been complied with;
 - (c) if the Seller included a Total Transfer Condition in the Transfer Notice which has not been satisfied, the Seller will only be entitled to transfer all (but not some only) of the Sale Shares;
 - (d) any such transfer must be in good faith and the Board may require to be satisfied (in such manner as it or they may reasonably think fit) that the Sale Shares are being sold at a price which is not less than the Transfer Price without any deduction, rebate or allowance whatsoever. If not so satisfied, the Board may refuse to register the transfer; and
 - (e) in the case of any deemed transfer process under Article 13 (*Compulsory transfers*), the Compulsory Seller will not be entitled to transfer any unsold Sale Shares to any third party.

12 VALUATION

Determination of Market Value

If the Experts are required to determine Market Value under Article 11.4(c)(ii), the provisions set out below will apply.

- 12.1 Market Value will be determined by the Experts first valuing the Company as a whole:
- (a) assuming, if the Company is then carrying on business as a going concern, that it will continue to do so;
 - (b) assuming that the entire issued share capital of the Company is being sold as between a willing buyer and a willing seller by arm's-length private treaty for cash payable in full on completion;
 - (c) taking account of any Shares which may be allotted pursuant to options which have been issued by the Company and which are still outstanding;
 - (d) taking account of any *bona fide* offer for the Company received from an unconnected third party within six months prior to the Transfer Notice being served or deemed to have been served; and

- (e) recognising that in any other circumstances the Shares are not freely marketable.
- 12.2 Having valued the Company as a whole, the Experts will determine the Market Value of the Shares concerned:
- (a) disregarding whether the Shares concerned represent a majority or a minority interest;
 - (b) disregarding the rights and restrictions attaching to the Shares concerned in respect of income, capital and transfer.
- 12.3 The costs and expenses of the Experts for determining the Market Value will be borne as to one half by the Seller and as to other half by the purchasing Shareholders *pro rata* to the number of Sale Shares purchased by them unless:
- (a) the Seller revokes the transfer notice in accordance with Article 11.3; or
 - (b) none of the Sale Shares are purchased by Members under Article 11 (*Pre-emption*),

in which case the Seller will pay all such costs and expenses.

13 **COMPULSORY TRANSFERS**

Circumstances which trigger compulsory transfer

- 13.1 This Article 13 (*Compulsory transfers*) applies when one or more of the following apply:
- (a) a Relevant Individual is a Member;
 - (b) a Relevant Individual has established a Family Trust which holds Shares;
 - (c) a Member holds Shares as the nominee of a Relevant Individual;
 - (d) Shares are held by a Privileged Relation or other person to whom the Relevant Individual is permitted to transfer Shares under Article 10 (*Permitted transfers*); and/or
 - (e) Shares are held by a company, any part of the issued share capital of which is beneficially owned by the Relevant Individual or a Privileged Relation, Family Trust or other person to whom the Relevant Individual is permitted to transfer Shares under Article 10 (*Permitted transfers*),

and the Relevant Individual in question ceases for any reason (including death or bankruptcy) to be an employee and/or director or consultant (as the case may be) of any member of the Group.

- 13.2 For the purposes of this Article 13 (*Compulsory transfers*), the Relevant Individual will cease to be an employee and/or director or consultant (as the case may be) of a member of the Group on the Cessation Date.

Compulsory Pre-emption Procedure

- 13.3 Within 12 months after the Cessation Date (or, if later, within 12 months after the date of his breach of the Protective Undertakings), the Board may serve notice ("**Compulsory Sale Notice**") on the Relevant Individual and/or any Member referred to in Article 13.1 (or

the legal personal representatives of any deceased Member or the trustee in bankruptcy of any bankrupt Member) (each a "**Compulsory Seller**" and together "**Compulsory Sellers**") requiring each such person to offer in accordance with the provisions of Article 13.4 such number as the Board may decide of the Shares registered in his or their name(s) up to a maximum number of Shares as follows:

- (a) where the Relevant Individual in question is a Bad Leaver, all of such Shares;
- (b) where the Relevant Individual in question is a Good Leaver, none of such Shares; or
- (c) where the Relevant Individual in question is an Intermediate Leaver, the unvested portion of such Shares as indicated in column (3) of the table below dependent on the period of time which has elapsed between the Start Date and the Cessation Date as indicated in column (1) of such table:

(1) Cessation Date	(2) Vested portion	(3) Unvested portion
Prior to the first anniversary of the Start Date	0	100
On or after the first anniversary after the Start Date up to but not including the second anniversary of the Start Date	1/3 rd	2/3 rd s
On or after the second anniversary of the Start Date up to but not including the third anniversary of the Start Date	2/3 rd s	1/3 rd
On or after the third anniversary of the Start Date	100	0

13.4 The Shares which are the subject of the Compulsory Sale Notice (the "**Compulsory Sale Shares**") will be offered for sale at the sale price determined in accordance with Article 13.5 in accordance with the following order and priority:

- (a) first, in respect of Compulsory Sale Shares to be transferred by a Good Leaver only, some or all of such Compulsory Sale Shares may be allocated at the discretion of the Board to any person or persons who is or are (an) existing or incoming director(s) and/or employee(s) of and/or consultant(s) to a Group Company (and any Compulsory Sale Shares allocated to such incoming person(s) may be transferred to an Employee Benefit Trust to be held until such person(s) have been appointed to his/their relevant roles(s));
- (b) second, the Board may direct that any Compulsory Sale Shares not allocated in accordance with Article 13.4(a) (including, for the avoidance of doubt, all Compulsory Sale Shares to be transferred by a Bad Leaver or an Intermediate Leaver) shall be acquired by an Employee Benefit Trust (the monies for which are to be advanced by the Company, and payment for which is to be received by the Compulsory Seller within the period ending 12 months after his Cessation Date, or, if earlier on the date of an exit event), and made available for such person or persons (whether or not then ascertained) as the Board shall appoint as (a)

director(s) and/or employee(s) of and/or consultant(s) to a Group Company (whether or not in place of the person by whom the relevant Compulsory Sale Notice was deemed to be given); and

- (c) third, any Compulsory Sale Shares not acquired in accordance with Article 13.4(b) shall be offered for sale in accordance with the provisions of Article 11 (*Pre-emption*) (other than to any Compulsory Seller or any other Member who has served, or who is deemed to have served, a Transfer Notice in respect of his entire holding of Shares which is still outstanding), which will apply as if set out in full in this Article except to the extent they are varied by the following provisions of this Article 13 (*Compulsory transfers*).

The Board may determine to revoke any Transfer Notice previously given or deemed to have been given by the Compulsory Seller(s) which is still outstanding at the Cessation Date.

Sale Price - Good Leaver/Bad Leaver/Intermediate Leaver

13.5 The price for the Compulsory Sale Shares will be:

- (a) if the Relevant Individual is a Bad Leaver or an Intermediate Leaver, the lower of:
 - (i) the Acquisition Price of the relevant Compulsory Sale Shares; and
 - (ii) the Market Value of the relevant Compulsory Sale Shares on the Cessation Date to be agreed or determined in accordance with Articles 1.4 and Article 13.6; or
- (b) if the Relevant Individual is a Good Leaver, the price will be the Market Value of the Compulsory Sale Shares on the Cessation Date, to be agreed or determined in accordance with Articles 1.4 and Article 13.6,

provided that where any Compulsory Seller holds Compulsory Sale Shares at different Acquisition Prices the sale price will be calculated separately in accordance with Article 13.6 in respect of each holding.

13.6 "**Market Value**" for the purposes of Article 13 (*Compulsory transfers*) will be:

- (a) the price agreed between the Compulsory Seller(s) and the Board; or
- (b) if they fail to agree a price within 15 Business Days after the date of service of the Compulsory Sale Notice (or within such other timetable as may be determined by the Board), the price determined by the Experts to be the Market Value of such Shares on the Cessation Date, according to the principles set out in Article 12 (*Valuation*), but having regard also to the effect on the Group of the Relevant Individual in question ceasing to be an employee or director or consultant of any member of the Group.

Suspension of voting rights during compulsory transfer procedure

13.7 Unless the Board directs otherwise in writing, any Shares held by a Compulsory Seller on the Cessation Date (and any Shares issued to a Compulsory Seller after such date by virtue of the exercise of any right or option granted or arising by virtue of his holding of the Sale Shares) will cease to confer the right to be entitled to receive notice of, attend and vote at any general meeting of the Company, or any meeting of the holders of any class of Shares with effect from the Cessation Date (or, where appropriate, the date of issue of such

Shares, if later), and such Shares will not be counted in determining the total number of votes which may be cast at any such meeting, or for the purposes of a written resolution of any Members or class of Members. That right will be restored immediately upon the Company registering a transfer of the Compulsory Sale Shares in accordance with this Article 13 (*Compulsory transfers*).

Transmission of Shares

- 13.8 Without prejudice to Article 13.1, Article 13.3 and Article 13.4 (the provisions of which, when operable, will override the provisions of Article 13.8 and Article 13.10), a person entitled to any Shares as a result of the death, bankruptcy, receivership or liquidation of a Member or otherwise by operation of law will be bound at any time, if called upon in writing to do so by the Board, no later than 90 days after the Board receives notice from the person concerned that he has become so entitled, to give a Transfer Notice (without specifying a Transfer Price) in respect of all of the Shares then registered in the name of the deceased or insolvent Member in accordance with the provisions of Article 11 (*Pre-emption*), which will apply as if set out in full in this Article 13 (*Compulsory transfers*).

Completion of sale and purchase of Shares

- 13.9 Completion of the sale and purchase of Shares in accordance with this Article 13 (*Compulsory transfers*) will take place at the registered office of the Company when the seller will, upon payment of the due price, transfer the relevant Shares with full title guarantee and deliver the relevant Share certificates to the relevant transferee(s).
- 13.10 If any person fails by the due date to execute and deliver any transfer(s) in respect of any Shares which he is due to transfer pursuant to this Article 13 (*Compulsory transfers*):
- (a) the Board may authorise any Director to execute and deliver a transfer of the Shares concerned on the transferor's behalf; and
 - (b) against receipt by the Company of the purchase price for the relevant Shares (to be held on trust for the relevant Member without interest, and the receipt being a good discharge to the purchaser who will not be bound to see to the application of it), deliver such transfer(s) to the relevant purchaser(s).

The Board will authorise registration of the transfer(s), and of the purchaser(s) as the holder(s) of the Shares so transferred, once appropriate stamp duty has been paid. After registration, the title of such purchaser(s) as registered holder(s) of such Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person.

14 CHANGE OF CONTROL - TAG ALONG RIGHTS

- 14.1 With the exception of any transfers of Shares in accordance with Article 10 (*Permitted transfers*), no transfer of Shares which would result, if made and registered, in a person or persons Acting in Concert obtaining a Controlling Interest, will be made or registered unless:
- (a) an Approved Offer is made by the proposed transferee(s) ("**Buyer**") or, at the Buyer's written request, by the Company as agent for the Buyer; and
 - (b) the Buyer complies in all respects with the terms of the Approved Offer at the time of completion of the sale and purchase of Shares.

14.2 For the purposes of this Article 14 (*Change of control - Tag along rights*), and Article 15 (*Change of control - Drag along rights*):

- (a) **"Approved Offer"** means an offer in writing served on all Members (including the proposing transferor), offering to purchase all the Shares held by such Members (including any Shares which may be allotted as a result of the exercise or conversion of options, rights to subscribe for or securities convertible into Shares in existence at the date of such offer) which:
 - (i) is stipulated to be open for acceptance for at least 15 Business Days;
 - (ii) offers the same or equivalent consideration for each Share (whether in cash, securities or otherwise in any combination);
 - (iii) includes an undertaking by or on behalf of the Buyer that no other consideration, (whether in cash or otherwise) is to be received or receivable by any Member 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 Shares to be sold by such Member, and that neither the Buyer nor any person acting by agreement or understanding with it has otherwise entered into more favourable terms or has agreed more favourable terms with any other Member for the purchase of Shares;
 - (iv) is on terms that the sale and purchase of Shares in respect of which the offer is accepted will be completed at the same time; and
 - (v) is approved by Shareholder Consent.

15 **CHANGE OF CONTROL - DRAG ALONG RIGHTS**

- 15.1 Whenever an Approved Offer is made by a bona fide third party offeror (not being a Connected Person of a Member) on arm's length terms, Shareholders holding more than 50 per cent of the issued Shares will have the right ("**Drag Along Right**") to require (in the manner set out in Article 15.2) all of the other Members ("**Other Shareholders**"), including persons who acquire Shares following the making of the Approved Offer as a result of the exercise of options or conversion of securities, to accept the Approved Offer in full.
- 15.2 The Drag Along Right may be exercised by the service of notice to that effect on the Other Shareholders at the same time as, or within five Business Days following, the making of the Approved Offer (or, if later, within five Business Days following the acquisition by the relevant Other Shareholder of Shares).
- 15.3 On the exercise of the Drag Along Right, each of the Other Shareholders will be bound to accept the Approved Offer in respect of his entire holding of Shares and to comply with the obligations assumed by virtue of such acceptance.
- 15.4 If any of the Other Shareholders fails to accept the Approved Offer or, having accepted such offer, fails to complete the sale of any of his Shares pursuant to the Approved Offer, or otherwise fails to take any action required of him under the terms of the Approved Offer, any persons so authorised by the Board may accept the offer on behalf of the Other Shareholder in question, or undertake any action required under the terms of the Approved Offer on the part of the Other Shareholder in question. In particular, such person may execute the necessary transfer(s) on that Other Shareholder's behalf and:

- (a) against receipt by the Company (to be held on trust for such Other Shareholder without interest) of the consideration payable for the relevant Shares (the receipt being a good discharge to the Buyer, who will not be bound to see to the application of it); and
- (b) on compliance by the Buyer and, where relevant, the Company with all other terms of the Approved Offer,

may deliver such transfer(s) to the Buyer (or its nominee). The Board will then authorise registration of the transfer(s) and of the Buyer (or its nominee) as the holder of the Shares so transferred. After registration, the title of the Buyer (or its nominee) as the registered holder of such Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person. The Other Shareholder will in such a case be bound to deliver up its certificate for its Shares to the Company, or a statutory declaration of loss (as appropriate) upon which the Other Shareholder will be entitled to receive the purchase price for such Shares.

16 APPOINTMENT AND REMOVAL OF DIRECTORS

- 16.1 The Board may appoint a person who is willing to act to be a director of the Company, either to fill a vacancy or as an additional director of the Company.
- 16.2 In any case where, as a result of death or bankruptcy, the Company has no Members and no Directors, the transmittee(s) of the last Member to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director.
- 16.3 The Company shall not be required to have a company secretary.

17 MEETINGS OF DIRECTORS

Notice of every meeting of the Board (and every committee of the Board) shall be given to each director for the time being of the Company (including all alternate directors) at any address supplied by him to the Company for that purpose whether or not he is present in the United Kingdom provided that any director for the time being of the Company may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Meetings of the Board may be held by conference telephone or similar equipment, so long as all the participants can hear each other. Such meetings shall be as effective as if the Directors had met in person.

18 PROCEEDINGS OF DIRECTORS

- 18.1 The Board shall, at all times, have a minimum of two members.
- 18.2 Subject to Articles 18.3 and 18.4, the quorum for meetings of the Board shall be two. A person who holds office only as an alternate director shall, if he is present but his appointor is not, be counted in the quorum for the transaction of the business of the Directors.
- 18.3 Notwithstanding Article 18.2 and Article 18.3, where there is only a sole Director in office such sole Director may act for all purposes and exercise all the powers of the Company.
- 18.4 If within half an hour from the time appointed for a Board meeting, a quorum is not present pursuant to Article 18.2, the meeting shall be adjourned to such other date (being no less than two Business Days and no more than ten Business Days after the original date

appointed for the meeting), time and place determined by the Directors and within 24 hours of the original adjournment a notice shall be sent to all of the Directors notifying the Directors of the new date, time and place of the adjourned meeting. If at this adjourned meeting, a quorum is not present within half an hour the members of the Board present shall be deemed to constitute a quorum.

- 18.5 A decision of the Directors may be taken either by a majority decision at a meeting of the Directors, or of a duly appointed committee of the Directors, or by a Directors' written resolution in accordance with Article 18.7.
- 18.6 In the case of an equality of votes, the chairman shall not have a second or casting vote.
- 18.7 A resolution in writing signed by all the Directors entitled to notice of a meeting of the Directors or (as the case may be) of a committee of Directors and who are entitled to attend such meeting and vote on such resolution shall be as valid and effective as if it had been passed at a meeting of the Directors or (as the case may be) of a committee of Directors duly called and constituted provided that the number of Directors signing the resolution is not less than the number of Directors required for a quorum necessary for the transaction of the business of the Board or (as the case may be) a committee of Directors. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the Directors concerned. For the purpose of this Article 18.7 a resolution:
- (a) may be constituted by means of an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose; and
 - (b) may consist of several instruments each executed by one or more Directors, each sent by one or more Directors, or a combination of both and a resolution that is executed by an alternate director need not also be executed by his appointor.

19 ALTERNATE DIRECTORS

- 19.1 Any Director (other than an alternate director) may appoint any other Director, or any other person willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director may exercise the powers and carry out the responsibilities of his appointor in relation to the taking of decisions by the Directors, in the absence of his appointor.
- 19.2 Any appointment or removal of an alternate director shall be by notice in writing signed by the appointor or in any other manner approved by the Directors and shall be effective upon receipt by the secretary or the chairman or at the registered office of the Company.
- 19.3 An alternate director shall be entitled to receive notice of all meetings of the Board and of all meetings of committees of which the Director appointing him is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at the meeting the provisions of these Articles shall apply as if he were a Director.
- 19.4 Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults. The provisions of Article 24.1, Article 24.2 and Article 24.3 shall apply to an alternate director to the same extent as to a Director but an alternate director shall not be entitled to receive from the Company any remuneration for serving as an alternate director.

19.5 Every person acting as an alternate director shall have one vote for each Director for whom he acts as alternate, in addition to his own vote if he is also a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

19.6 Any person appointed as an alternate director shall vacate his office as alternate director if the Director by whom he has been appointed vacates his office as Director (otherwise than by retirement at a general meeting of the Company at which he is re-elected) or removes him by notice to the Company or on the happening of any event which, if he is or were a Director, causes or would cause him to vacate that office.

20 **DIRECTORS' CONFLICTS OF INTEREST**

A Director who declares his interest in the manner provided by CA2006 may vote as a Director in regard to any contract or arrangement in which he is interested (including, but without prejudice to the generality of the foregoing, any contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy in which he is in any way interested) or upon any matter arising in relation to it and, if he shall so vote, his vote shall be counted and he shall be counted in the quorum when any such contract or arrangement is under consideration.

21 **LIENS**

21.1 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares standing registered in the name of any Member whether solely or one of two or more joint holders for all monies presently payable by him or his estate to the Company. The Company's lien, if any, on a Share shall extend to all distributions and other monies or property attributable to it.

21.2 The Company may sell in such manner as the Directors determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the Shares or to a transmittee, demanding payment and stating that if the notice is not complied with the Shares may be sold.

21.3 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase monies and the title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings connected with the sale.

21.4 The net proceeds of the sale, after payment of the costs, shall be applied in or towards satisfaction of the amount due and payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any monies not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the shares at the date of the sale.

22 **CALLS AND FORFEITURE**

22.1 Subject to the terms of allotment, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares (whether in respect of nominal value or premium) and each Member shall (subject to receiving at least 14 clear days' notice specifying when and where the payment is to be made) pay to the Company as required by the notice the amount called on his Shares. A call may be required to be paid by

instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or in part.

- 22.2 A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Share in respect of which the call was made.
- 22.3 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 22.4 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- 22.5 If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the rate not exceeding the appropriate rate as the Directors may determine, but the Directors may waive payment of such interest wholly or in part.
- 22.6 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.
- 22.7 Subject to the terms of allotment, the Directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares.
- 22.8 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than seven clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.
- 22.9 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all distributions and other monies or property attributable to it and not paid before the forfeiture.
- 22.10 Unless the Directors otherwise decide, a Member shall not be entitled to vote, either in person or by proxy, at any general meeting or at any separate general meeting of the holders of any class of Shares in the Company in respect of any Share held by him unless all calls and other sums payable by him in respect of that Share have been paid.
- 22.11 The Directors may accept a surrender of any share liable to be forfeited.
- 22.12 A forfeited or surrendered Share shall become the property of the Company and, subject to CA2006, may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture or surrender the holder or to any other person and whether with or without all or any part of the amount previously paid up on the Share being credited as so paid up.

- 22.13 At any time before sale, re-allotment or other disposal, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share to that person.
- 22.14 A statutory declaration by a Director or the secretary that a Share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer) constitute a good title to the Share. The new holder of the Share shall not be bound to see to the application of the consideration for the disposal (if any); nor shall his title to the Share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the Share.
- 22.15 A person, any of whose Shares have been forfeited or surrendered, shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited or surrendered, but shall remain liable to pay to the Company all monies which at the date of forfeiture or surrender were payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those monies before the forfeiture or surrender, or, if no interest was so payable, at the rate not exceeding the appropriate rate as the Directors may determine from the date of forfeiture or surrender until payment. The Directors may waive payment of such monies wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or surrender or for any consideration received on their disposal.
- 23 **NOTICES**
- 23.1 A notice or other document or information which is sent by the Company by post (whether in hard copy or electronic form) shall be deemed to have been given or sent on the Business Day after the day when it was put in the post (or, where second-class post is employed, on the second Business Day after the day when it was put in the post). Proof that an envelope containing the notice or other document or information was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document or information was given or sent.
- 23.2 Any notice or other document or information not sent by post but left at a registered address or address for service in the United Kingdom shall be deemed to have been served on the day on which it was left.
- 23.3 A notice or other document or information which is sent by the Company by electronic means and which the Company is able to show was properly addressed shall be deemed to have been given or sent on the day on which it was so sent. A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- 23.4 If on two consecutive occasions the Company has attempted to send or supply notices or other documents or information by electronic means to an address for the time being notified to the Company by a Member for that purpose but the Company is aware that there has been a failure of delivery of such notice or other document or information, then the Company shall thereafter send or supply the notice or other document or information through the post to such Member at his registered address. For this purpose a failure of delivery is when a notice or other document or information sent by electronic means is returned undelivered to the Company or its agent with a message stating that delivery was unsuccessful from the address to which it was sent.

- 23.5 A notice or other document or information which is supplied by the Company by means of a website shall be deemed to have been given or sent when it was first made available on the website or, if later, when the recipient was given or was deemed to have been given notice of the fact that the relevant notice, document or information was available on the website.

24 INDEMNITY AND INSURANCE

- 24.1 Subject to the provisions of, and so far as may be permitted by and consistent with CA2006, each Director or former Director or other officer (other than an auditor) of the Company or any Associated Company may be indemnified out of the assets of the Company against:

- (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a Director or former Director:
 - (i) any liability to the Company or any Associated Company; and
 - (ii) any liability of the kind referred to in section 234(3) CA2006;
- (b) any liability incurred by or attaching to him in connection with the activities of the Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA2006) other than a liability of the kind referred to in section 235(3) CA2006; and
- (c) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers. For the purpose of this Article, references to "**liability**" will include all costs and expenses incurred by the Director or former director or other officer (other than an auditor) in relation to such liability.

- 24.2 Subject to the provisions of and so far as may be permitted by the Statutes, the Directors may exercise all the powers of the Company to:

- (a) provide any Director, former Director or other officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company, or in connection with any application for relief under the provisions mentioned in section 205(5) CA2006; and
- (b) do anything to enable any such person to avoid incurring such expenditure,
- (c) but so that the terms set out in section 205(2) CA2006 will apply to any such provision of funds or other things so done. For the purpose of this Article references to "**director**" in section 205(2) CA2006 Act will be deemed to include references to a former director or other officer (other than an auditor) of the Company.

- 24.3 Without prejudice to Article 24.2, the Directors may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him in relation to the Company or any Associated Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose "**relevant office**" means that of

Director or other officer (other than an auditor) of the Company or any company which is or was an Associated Company or any predecessor in business of the Company or of any Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or former officer (other than an auditor) of the Company or any Associated Company or of any such predecessor in business or their respective dependants.