

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
**THE FUTURE SHAPING MEDIA COMPANY LIMITED**  
**Company No 09426308**

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PRIVATE COMPANY LIMITED BY SHARES  
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**THE FUTURE SHAPING MEDIA COMPANY LIMITED**

(adopted by Special Resolution passed on \_\_\_\_ 12<sup>th</sup> July \_\_\_\_\_ 2021)

**PART 1**

**INTERPRETATION AND LIMITATION OF LIABILITY**

**1. Defined terms**

1.1. In the articles, unless the context requires otherwise—

"affiliate" means any legal entity which controls, is controlled by, or is under common control with, another legal entity. For the purposes of this definition "control" means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person either:

"articles" means the company's articles of association;

"bad leaver" means a director who ceases to be director as a consequence of:

- a) such person's resignation or disqualification as a director; or
- b) that person's dismissal or removal as a director for cause, where "cause" shall mean: (i) the lawful termination of that person's appointment as a director without notice or payment in lieu of notice as a consequence of that person's misconduct or as otherwise permitted pursuant to the terms of that person's appointment; and/or (ii) that person's fair dismissal pursuant to section 98(2) (a) (capability) or 98(2) (b) (conduct) of the Employment Rights Act 1996.

"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;

"business day" means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

"chairman" has the meaning given in article 12;

"chairman of the meeting" has the meaning given in article 39;

"Civil Partner" means in relation to a shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the shareholder.

"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;

"departing director" has the meaning given in article 32.1

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

"distribution recipient" has the meaning given in article 40.1;

"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;

"encumbrance" means any interest or equity of any person (including any right to acquire, option, right of pre-emption or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement).

"expert valuer" means an independent firm of chartered accountants (acting as expert and not as arbitrator and the decision of whom shall be final and binding save in the case of manifest error) to be agreed between the directors and the seller or, failing such agreement not later than the date 10 business days after the date of service of the transfer notice, to be nominated by the then President of the Institute of chartered accountants in England and Wales (including as to the terms of such instruction) on the application of the directors or the seller (provided that the Expert valuer's costs shall be borne as the Expert valuer shall direct).

"fair value" has the meaning given in article 35.1.

"family trust" means trust(s) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than a shareholder who is an individual and/or Privileged Relations of that individual.

"founder" means Richard Alexander Copland, and "founder consent" means the prior written consent of the founder, such consent to be:

- a. given by the founder at a validly convened meeting of the directors and recorded in the minutes of that meeting of the directors; or
- b. otherwise clearly communicated by the founder to the directors in writing

PROVIDED THAT if at the relevant time the founder no longer holds any Ordinary A shares, references the founder and any requirement for founder consent shall not apply.

"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;

"good leaver" means a departing director and who is not a bad leaver and shall include, without limitation, when the directors (with founder consent) determine that a person is not a bad leaver.

"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;

"instrument" means a document in hard copy form;

"issue price" means in respect of any share, the subscription price paid (or agreed to be paid) in respect of that share, including any share premium

"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 10;

“proxy notice” has the meaning given in article 54;

“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;

“third party purchaser” means a bona fide purchaser on arm's length terms; 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.

1.2. Unless the context otherwise requires:

1.2.1. 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;

1.2.2. words in the singular shall include the plural and words in the plural shall include the singular; and

1.2.3. a reference to one gender shall include a reference to the other genders.

**2. Liability of members**

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

**PART 2**

**3. Objectives of the company and directors' duties**

3.1. The objects of the company are to promote the success of the company;

3.1.1. for the benefit of its members as a whole; and

3.1.2. through its business and operations, to have a material positive impact on society and the environment, taken as a whole.

3.2. A director must act in the way he or she considers, in good faith, most likely to promote the success of the company in achieving the objects set out in article 3.1 above, and in doing so shall have regard (amongst other matters) to:

3.2.1. the likely consequences of any decision of the directors in the long term and the impact any such decision may have on any affected stakeholders,

3.2.2. the interests of the company's employees,

3.2.3. the need to foster the company's business relationships with suppliers, customers and others,

3.2.4. the impact of the company's operations on the community and the environment and on affected stakeholders,

3.2.5. the desirability of the company maintaining a reputation for high standards of business conduct and the impact this has on affected stakeholders, and

3.2.6. 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" and each a "Stakeholder Interest").

- 3.3. 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.
- 3.4. 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).
- 3.5. 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 3

### DIRECTORS

#### DIRECTORS' POWERS AND RESPONSIBILITIES

##### **4. Directors' general authority**

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

##### **5. shareholders' reserve power**

- 5.1. The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 5.2. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

##### **6. Directors may delegate**

- 6.1. Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

6.1.1. to such person or committee;

6.1.2. by such means (including by power of attorney);

6.1.3. to such an extent;

6.1.4. in relation to such matters or territories; and

6.1.5. on such terms and conditions;

as they think fit.

- 6.2. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3. The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **7. Committees**

- 7.1. Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 7.2. The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **8. Directors to take decisions collectively**

- 8.1. The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with this article 8.
- 8.2. If—
  - 8.2.1. the company only has one director, and
  - 8.2.2. no provision of the articles requires it to have more than one director,the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

### **9. Directors' written resolutions**

- 9.1. A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 9.2. The directors may pass a resolution without a meeting of the directors being held if all the directors entitled to vote on the resolution sign, or indicate their approval of, a document containing a statement that they are in favour of the resolution set out in the document. The document may be in counterparts, signed or approved by one or more directors, and may be circulated by email.
- 9.3. A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

### **10. Calling a directors' meeting**

- 10.1. Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 10.2. At least seven (7) business days' written notice shall be given to each of the directors of all directors' meetings (unless all directors agree in writing to shorter notice or if all of the directors are present at the meeting). Each notice of a directors' meeting shall specify a reasonably detailed agenda and be accompanied by any relevant documents and information. Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a directors' meeting unless all the directors present agree.
- 10.3. notice of any directors' meeting must indicate—
  - 10.3.1. its proposed date and time;

- 10.3.2. where it is to take place;
  - 10.3.3. a reasonably detailed agenda and be accompanied by any relevant documents and information; and
  - 10.3.4. 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.
- 10.4. 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 not more than 7 days 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.

## **11. Participation in directors' meetings**

- 11.1. Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
- 11.1.1. the meeting has been called and takes place in accordance with the articles, and
  - 11.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 11.3. If all the directors participating in a meeting are not in the same place, the meeting shall be deemed to take place at the registered address of the company

## **12. Quorum for directors' meetings**

- 12.1. The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- 12.2. No business shall be conducted at any directors' meeting unless a quorum is present at the beginning of the meeting and at the time when there is to be voting on any business.
- 12.3. If that quorum is not present within sixty (60) minutes from the time when the meeting should have begun or if during the meeting there is no longer a quorum, the meeting shall be adjourned for five (5) business days and reconvened at the same time and place on such future date (or such other time and place as agreed by the directors). If at such adjourned meeting of the directors the quorum is not present within sixty (60) minutes from the time when the meeting should have begun or if during the meeting there is no longer a quorum, because a director fails to attend two (2) consecutive meetings of the directors, such matter shall be referred to resolution at a General Meeting.

## **13. Chairing of directors' meetings**

- 13.1. The directors may appoint a director to chair their meetings.
- 13.2. The person so appointed for the time being is known as the chairman.
- 13.3. The directors may terminate the chairman's appointment at any time.

- 13.4. If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### **14. Casting vote**

in the event of equality of votes on any matter to be decided by the directors then, if at the relevant time the founder is a director, the founder has a second or casting vote. Save as set out in this Article 14, no director (whether or not he is appointed chairman of the meeting) shall have a second or casting vote.

#### **15. Conflicts of interest**

- 15.1. If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 15.2. But if article 15.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 15.3. This article applies when—
- 15.3.1. the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
  - 15.3.2. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - 15.3.3. the director's conflict of interest arises from a permitted cause.
- 15.4. For the purposes of this article, the following are permitted causes—
- 15.4.1. a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
  - 15.4.2. subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
  - 15.4.3. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 15.5. For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 15.6. Subject to article 15.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 15.7. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as

participating in the meeting (or that part of the meeting) for voting or quorum purposes.

#### **16. Records of decisions to be kept**

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

#### **17. 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 directors.

### **APPOINTMENT OF DIRECTORS**

#### **18. Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

#### **19. Methods of appointing directors**

19.1. 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—

19.1.1. by ordinary resolution, or

19.1.2. by a decision of the directors

conditional upon such person entering into a director's agreement for services with the company in such form as the company may reasonably require.

19.2. In any case where, as a result of death, the company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

19.3. For the purposes of article 19.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

#### **20. Termination of director's appointment**

A person ceases to be a director as soon as—

20.1.1. 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;

20.1.2. a bankruptcy order is made against that person;

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

20.1.4. 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;

20.1.5. 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. Directors' remuneration**

- 21.1. Directors may undertake any services for the company that the directors decide.
- 21.2. Directors are entitled to such remuneration as the directors determine—
  - 21.2.1. for their services to the company as directors, and
  - 21.2.2. for any other service which they undertake for the company.
- 21.3. Subject to the articles, a director's remuneration may—
  - 21.3.1. take any form, and
  - 21.3.2. 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.
- 21.4. Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 21.5. Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

## **22. Directors' expenses**

- 22.1. The company may pay any reasonable expenses which the directors and the secretary properly incur in connection with their attendance at—
  - 22.1.1. meetings of directors or committees of directors,
  - 22.1.2. general meetings, or
  - 22.1.3. 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.

## **PART 4**

### **SHARES AND DISTRIBUTIONS**

#### **SHARES**

## **23. All shares to be fully paid up**

- 23.1. 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.
- 23.2. This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum.

## **24. Powers to issue different classes of share**

- 24.1. The company may from time to time issue shares of different classes with different rights and restrictions attached to them. As of the date of the adoption of these articles the company has the following predefined classes of ordinary shares:
  - 24.1.1. Ordinary A shares      shares of £0.20 each; and
  - 24.1.2. Ordinary B Non-voting shares      shares of £0.20 each;
- 24.2. The following rights and/or restrictions apply in respect of the classes of shares:

- 24.2.1. Ordinary B Non-voting shares shall have no entitlement vote at general meetings of the company; and
- 24.2.2. subject thereto, the Ordinary A shares and the Ordinary B Non-voting shares shall rank pari passu in all respects.
- 24.3. Subject to the articles, 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.
- 24.4. 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.

## **25. Company not bound by less than absolute interests**

- 25.1. 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.

## **26. share certificates**

- 26.1. The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 26.2. Every certificate must specify—
  - 26.2.1. in respect of how many shares, of what class, it is issued;
  - 26.2.2. the nominal value of those shares;
  - 26.2.3. that the shares are fully paid; and
  - 26.2.4. any distinguishing numbers assigned to them.
- 26.3. No certificate may be issued in respect of shares of more than one class.
- 26.4. If more than one person holds a share, only one certificate may be issued in respect of it.
- 26.5. Certificates must—
  - 26.5.1. have affixed to them the company's common seal, or
  - 26.5.2. be otherwise executed in accordance with the Companies Acts.

## **27. Replacement share certificates**

- 27.1. If a certificate issued in respect of a shareholder's shares is—
  - 27.1.1. damaged or defaced, or
  - 27.1.2. said to be lost, stolen or destroyed,that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 27.2. A shareholder exercising the right to be issued with such a replacement certificate—
  - 27.2.1. may at the same time exercise the right to be issued with a single certificate or separate certificates;
  - 27.2.2. must return the certificate which is to be replaced to the company if it is damaged or defaced; and

27.2.3. must comply with such conditions as to evidence and indemnity as the directors decide.

## **28. Share transfers**

- 28.1. Subject to the articles, shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- 28.2. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 28.3. The company may retain any instrument of transfer which is registered.
- 28.4. The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

## **29. Transfer of shares**

- 29.1. Without prejudice to article 31 and subject to article 29.2, no shareholder shall create any encumbrance over, transfer or otherwise dispose of or give any person any rights in or over any share or any interest in any share, unless the disposal is carried out in accordance with the articles.
- 29.2. Nothing in these articles shall prevent a shareholder from transferring their shares to an affiliate, privileged relation or family trust.

## **30. Pre-emption rights on issue**

- 30.1. If the company proposes to allot any shares, those shares shall not be allotted to any person unless the company has in the first instance offered them to the shareholders of the same class as the class of shares being allotted (the "subscribers") on the same terms and at the same price as those shares are being offered to other persons on a pari passu and pro rata basis to the number of shares of that class held by those shareholders (as nearly as may be without involving fractions).
- 30.2. The offer:
  - 30.2.1. shall be in writing, be open for acceptance from the date of the offer to the date 10 business days after the date of the offer (inclusive) (the "subscription period") and give details of the number and subscription price of the shares; and
  - 30.2.2. may stipulate that any subscriber who wishes to subscribe for a number of shares in excess of the proportion to which each is entitled shall in their acceptance state the number of excess shares for which they wish to subscribe.
- 30.3. If, at the end of the subscription period, the number of shares applied for is equal to or exceeds the total number of shares that the company has proposed to allot, the shares shall be allotted to the subscribers who have applied for shares on a pro rata basis to the number of shares held by such subscribers which procedure shall be repeated until all shares have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any subscriber beyond that applied for by him).
- 30.4. If, at the end of the subscription period, the number of shares applied for is less than the total number of shares that the company has proposed to allot, the shares shall be allotted to the subscribers in accordance with their applications and any remaining shares shall be offered to any other person as the directors may determine at the same price and on the same terms as the offer to the subscribers.

- 30.5. The provisions of article 30.1 to 30.4 (inclusive) shall not apply to allotments which have been authorised by 75% of the ordinary shareholders by way of written resolution.

### **31. Right of first refusal**

- 31.1. Except in relation to articles 29.2, 33 and 34 (in which case this article 31 shall not apply), any shareholder (the "seller") wishing to dispose of shares (in whole or part) in the company shall, except as otherwise provided in this agreement, comply with the "right of first offer" procedure set out in this article 31 (the "ROFR Procedure").
- 31.2. The seller shall before transferring or agreeing to transfer any shares first serve a written notice on the company (a "ROFR notice") specifying:
- 31.2.1. the number and class of the shares which they wish to sell, transfer or dispose (the "sale shares");
  - 31.2.2. if they wish to transfer the sale shares to a third party purchaser, the identity of the proposed third party purchaser;
  - 31.2.3. the price at which they wish to transfer the sale shares (the "transfer price"), the manner in which the consideration is to be paid and the material terms on which the seller is willing to effect such transfer (the "Prescribed Terms");
  - 31.2.4. the date on which they propose to sell the sale shares to the third party purchaser; and
  - 31.2.5. whether the ROFR notice is conditional on all or a specific number of the sale shares being sold to the third party purchaser (a "minimum transfer condition"),
- and if the transfer price is not specified in cash, an equivalent cash value price must be agreed between the seller and the directors (acting with founder Consent). The price will be deemed to be the fair value of the sale shares determined in accordance with article 35 if no price is agreed within 5 business days of the company receiving the ROFR notice.
- 31.3. Except with the consent of the directors, no ROFR notice once given or deemed to have been given under this agreement may be withdrawn.
- 31.4. A ROFR notice constitutes the company the agent of the seller for the sale of the sale shares at the transfer price.
- 31.5. As soon as practicable following the later of:
- 31.5.1. receipt of a ROFR notice; and
  - 31.5.2. in the case where the transfer price has not been agreed, the determination of the transfer price,
- the directors shall offer the sale shares for sale to the shareholders of the same class of shares as are being offered for sale by sending to the shareholders a copy of the ROFR notice.
- 31.6. The directors shall offer the sale shares to the shareholders (other than the seller) (the "ROFR shareholders") inviting them to apply in writing within the period from the date of the offer to the date 30 business days after the offer (inclusive) (the "offer period") for the maximum number of sale shares they wish to buy.
- 31.7. If the sale shares are subject to a minimum transfer condition then any allocation made will be conditional on the fulfilment of the minimum transfer condition.

- 31.8. If, at the end of the offer period, the number of sale shares applied for is equal to or exceeds the number of sale shares, the directors shall allocate the sale shares to the founder or each ROFR shareholder who has applied for sale shares (as applicable) in the proportion (fractional entitlements being rounded to the nearest whole number) which their existing holding of the relevant class(es) of shares bears to the total number of the relevant class(es) of shares held by founder or those ROFR shareholders who have applied for sale shares (as applicable) which procedure shall be repeated until all sale shares have been allocated but no allocation shall be made to the founder or a ROFR shareholder (as applicable) of more than the maximum number of sale shares which they have stated they are willing to buy.
- 31.9. If, at the end of the offer period, the number of sale shares applied for is less than the number of sale shares, the directors shall allocate the sale shares to the founder or the ROFR shareholders (as applicable) in accordance with their applications and the balance will be dealt with in accordance with articles 31.14 and 31.15.
- 31.10. If the ROFR notice includes a minimum transfer condition and the total number of shares applied for does not meet the minimum transfer condition the directors shall notify the seller and all those to whom sale shares have been conditionally allocated stating the condition has not been met and that the relevant ROFR notice has lapsed with immediate effect.
- 31.11. If:
- 31.11.1. the ROFR notice does not include a minimum transfer condition; or
  - 31.11.2. the ROFR notice does include a minimum transfer condition and allocations have been made in respect of all or the minimum required number of the sale shares,
- the directors shall, when no further offers are required to be made, give written notice of allocation (an "Allocation notice") to the seller and the founder or each ROFR shareholder (as applicable) to whom sale shares have been allocated (an "Applicant") specifying the number of sale shares allocated to each Applicant and the place and time for completion of the transfer of the sale shares.
- 31.12. Upon service of an Allocation notice, the seller must, against payment of the transfer price, transfer the sale shares in accordance with the requirements specified in it.
- 31.13. If the seller fails to comply with the provisions of article 31.12 or article 31.14 the chairperson of the company or, failing him, one of the directors, or some other person nominated by a resolution of the directors, may on behalf of the seller:
- 31.13.1. complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant sale shares to the Applicants;
  - 31.13.2. receive the transfer price and give a good discharge for it; and
  - 31.13.3. (subject to the transfer being duly stamped) enter the Applicants in the register of shareholders as the holders of the shares purchased by them; and
  - 31.13.4. the company shall pay the transfer price into a separate bank account in the company's name on trust (but without interest) or otherwise hold the transfer price on trust for the seller until they have delivered to the company their certificate or certificates for the relevant shares (or an indemnity for lost certificate in a form acceptable to the directors).
- 31.14. If an Allocation notice does not relate to all the sale shares then, if the company has sufficient distributable profits, the directors (with founder consent) may agree and

procure that the company buys back any or all of the unallocated sale shares at the transfer price and the seller must, against payment of the transfer price, transfer the sale shares to the company.

31.15. If an Allocation notice does not relate to all the sale shares then, subject to article 31.16, the seller may, by the ROFR Long Stop date, transfer the unallocated sale shares which are not acquired by the Company pursuant to article 31.14 to a third party purchaser, provided that:

31.15.1. the transfer is for a price per sale share at least equal to the transfer price;

31.15.2. the seller has disclosed to the company the entirety of the pricing arrangements with the third party purchaser, and that such pricing will not be subject to deduction, rebate or allowance to the third party purchaser; and

31.15.3. the transfer is on terms no more materially favourable to a third party purchaser than the Prescribed Terms.

31.16. The right of the seller to transfer shares under article 31.15 does not apply if the directors are of the opinion on reasonable grounds that:

31.16.1. the transferee is a person who the directors determine in their absolute discretion is a competitor (or an Affiliate of a competitor with) the business;

31.16.2. the sale of the sale shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or

31.16.3. the seller has failed or refused to provide promptly information available to them and reasonably requested by the directors for the purpose of enabling it to form the opinion mentioned above.

31.17. If by the ROFR Long Stop date the seller has not transferred the unallocated sale shares to a third party purchaser, any further transfer of their sale shares shall be subject to this article 31.

## **32. Compulsory transfers**

32.1. If a director who is also shareholder holding Ordinary A shares ceases to be a director (a “departing director”) a ROFR notice shall, unless the directors (with founder consent) otherwise direct in writing, be deemed to have been served on the relevant date on which the departing director ceased to be a director in respect of all the departing director’s Ordinary A shares (a “compulsory director transfer”) and any ROFR notice served in respect of any of such shares before the date such director became a departing director shall automatically lapse.

32.2. Notwithstanding any other provisions of these Articles, the transfer price in respect of a compulsory director transfer shall, where the departing director is:

32.2.1. a bad leaver, be restricted to a maximum of the lower of the aggregate issue price of the sale shares and the aggregate fair value of the sale shares; and

32.2.2. a good leaver, be the aggregate fair value of the sale shares.

32.3. Forthwith upon a transfer notice being deemed to be served under article 32.1 the sale shares (“restricted shares”) shall cease to confer on the holder of them any rights:

- 32.3.1. to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of shares; or
- 32.3.2. to receive dividends or other distributions otherwise attaching to the sale shares.
- 32.4. The directors may (with founder consent) reinstate the rights referred to in article 32.3 at any time and, in any event, such rights shall be reinstated on completion of a transfer made pursuant to article 32.1

### **33. Drag along**

- 33.1. If the holders of 75% or more of the Ordinary A shares in issue for the time (the "selling shareholders") wish to transfer all (but not some only) of their shares to a third party purchaser, the selling shareholders may require all other shareholders of all classes of shares (the "other shareholders") to sell and transfer all their shares (the "called shares") to the third party purchaser (or as the third party purchaser directs) in accordance with the provisions of this article 33 (the "drag along option").
- 33.2. The selling shareholders may exercise the drag along option by giving written notice to that effect to the other shareholders (a "drag along notice") at any time before the transfer of the selling shareholders' shares to the third party purchaser. The drag along notice shall specify:
  - 33.2.1. that the other shareholders are required to transfer all their called shares pursuant to this article 33;
  - 33.2.2. the person to whom the called shares are to be transferred;
  - 33.2.3. the purchase price, per class of share, payable for the called shares which shall, for each called share, be an amount at least equal to the price per share of the same class offered by the third party purchaser for the selling shareholders' shares; and
  - 33.2.4. the proposed date of the transfer (the "sale date").
- 33.3. Completion of the sale of the called shares shall take place simultaneously with completion of the sale of the selling shareholders' shares.
- 33.4. On or before the sale date, the other shareholders shall execute and deliver stock transfer forms for the called shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the company. On the sale date, the company shall pay the other shareholders, on behalf of the third party purchaser, the amounts due pursuant to article 33.2.3 to the extent that the third party purchaser has put the company in the requisite funds. The company's receipt for the price shall be a good discharge to the third party purchaser. The company shall hold the amounts due to the other shareholders in trust for the other shareholders without any obligation to pay interest.
- 33.5. If any other shareholder does not, on or before the sale date, execute and deliver (in accordance with article 33.4) transfer(s) in respect of all of the called shares held by it, each defaulting other shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the selling shareholders to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the company (on trust for such holder) of the purchase price payable for the called shares, and to deliver such transfer(s) to the third party purchaser (or as it may direct) as the holder thereof. After the third party purchaser (or its nominee) has been registered as the

holder of the called shares, the validity of such proceedings shall not be questioned by any such other shareholder. Failure to produce a share certificate shall not impede the registration of shares under this article 33.5.

- 33.6. The other shareholders shall be required to give title and capacity warranties only to the third party purchaser in respect of the called shares.

#### **34. Tag along**

- 34.1. Except in the case of transfers pursuant to article 29.2, the provisions of article 34.2 to article 34.6 shall apply if, in one or a series of related transactions, the selling shareholders propose to transfer any of the shares (a "proposed transfer") which would, if carried out, result in any person (the "buyer"), and any person acting in concert with the buyer, acquiring a Controlling Interest in the company.
- 34.2. Before making a proposed transfer, the selling shareholders shall procure that the buyer makes an offer (an "offer") to the other shareholders to purchase all of the shares held by them for a consideration in cash per share in each class of share that is at least equal to the highest price per share offered or paid by the buyer (the "specified price").
- 34.3. The offer shall be made by written notice (an "offer notice"), at least thirty (30) business days before the proposed sale date (the "sale date"). To the extent not described in any accompanying documents, the offer notice shall set out:
- 34.3.1. the identity of the buyer;
  - 34.3.2. the specified price per share for each class of shares and other terms and conditions of payment;
  - 34.3.3. the sale date; and
  - 34.3.4. the number of shares proposed to be purchased by the buyer (the "offer shares").
- 34.4. If the buyer fails to make the offer to the other shareholders in the company in accordance with article 34.2 and article 34.3, the selling shareholders shall not be entitled to complete the proposed transfer and the company shall not register any transfer of shares effected in accordance with the proposed transfer.
- 34.5. If the offer is accepted by any of the other shareholders (the "Accepting shareholder(s)") in writing within ten (10) business days of receipt of the offer notice, the completion of the proposed transfer shall be conditional on completion of the purchase of all the offer shares held by Accepting shareholders.
- 34.6. The Accepting shareholders shall be required to give title and capacity warranties only to the buyer in respect of the offer shares.

#### **35. Fair value and valuation**

- 35.1. The "fair value" (being the sale price for any seller's shares where this falls to be determined in accordance with these articles) shall be the price per share determined in writing by the Expert valuer on the following basis and assumptions:
- 35.1.1. having regard to which class of shares the sale shares belong;
  - 35.1.2. valuing each of the seller's shares as a proportion of the total value of all the issued shares in the capital of the company without any premium or discount being attributable to the percentage of the issued share capital of the company;

- 35.1.3. if the company is then carrying on business as a going concern, on the assumption that it will continue to do so;
  - 35.1.4. the sale is to be on arms' length terms between a willing seller and a willing buyer;
  - 35.1.5. the shares are sold free of all restrictions, liens, charges and other encumbrances; and
  - 35.1.6. the sale is taking place on the date the Expert valuer was requested to determine the fair value.
- 35.2. The company will give the Expert valuer access to all accounting records or other relevant documents of the company subject to them agreeing such confidentiality provisions as the directors may reasonably impose.
- 35.3. The Expert valuer shall be requested to reach its determination within 20 business days of its appointment and to notify the company of its determination. The company shall deliver a copy of the determination to the relevant transferor and transferee(s) as soon as reasonably practicable after receipt.
- 35.4. In the event that a seller or the company does not agree with valuation provided by the Expert valuer, it shall have the option, within 10 business days of receiving the valuation, to nominate a further independent accountant to carry out a valuation of the company within 20 business days, using the same basis and assumptions set out in 35.1. Upon receipt of the new valuation the value of the company shall be deemed to be the average value of the two valuations. The cost of such valuation shall be paid by the person that requested the second valuation.

### **36. Transmission of shares**

- 36.1. If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.
- 36.2. A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
- 36.2.1. may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and
  - 36.2.2. subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had;
- but transmittees do 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 they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

### **37. Exercise of transmittees' rights**

- 37.1. Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- 37.2. If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 37.3. Any transfer made or executed under this article 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.

### **38. Transmittees bound by prior notices**

If a notice is given to a shareholder in respect of shares and a transferee is entitled to those shares, the transferee is bound by the notice if it was given to the shareholder before the transferee's name or the name of any person(s) named as the transferee(s) in an instrument of transfer has been entered in the register of members.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **39. Procedure for declaring dividends**

- 39.1. The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 39.2. 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.
- 39.3. No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 39.4. 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.
- 39.5. 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.
- 39.6. The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 39.7. 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 an interim dividend on shares with deferred or non-preferred rights.

### **40. Payment of dividends and other distributions**

- 40.1. 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—
  - 40.1.1. transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 40.1.2. sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 40.1.3. sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
  - 40.1.4. any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 40.2. In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—
  - 40.2.1. the holder of the share; or

- 40.2.2. if the share has two or more joint holders, whichever of them is named first in the register of members; or
- 40.2.3. if the holder is no longer entitled to the share by reason of death or bankruptcy, or
- 40.2.4. otherwise by operation of law, the transmittee.

#### **41. No interest on distributions**

The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

- 41.1.1. the terms on which the share was issued, or
- 41.1.2. the provisions of another agreement between the holder of that share and the company.

#### **42. Unclaimed distributions**

- 42.1. All dividends or other sums which are—
  - 42.1.1. payable in respect of shares, and
  - 42.1.2. 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.
- 42.2. The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
- 42.3. If—
  - 42.3.1. twelve years have passed from the date on which a dividend or other sum became due for payment, and
  - 42.3.2. the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company.

#### **43. Non-cash distributions**

- 43.1. Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 43.2. For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—
  - 43.2.1. fixing the value of any assets;
  - 43.2.2. paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
  - 43.2.3. vesting any assets in trustees.

#### **44. Waiver of distributions**

- 44.1. Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—
- 44.1.1. the share has more than one holder, or
  - 44.1.2. more than one person is entitled to the share, whether by reason of the death or
  - 44.1.3. 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

#### **45. Authority to capitalise and appropriation of capitalised sums**

- 45.1. Subject to the articles, the directors may, if they are so authorised by an ordinary resolution—
- 45.1.1. decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and
  - 45.1.2. 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.
- 45.2. Capitalised sums must be applied—
- 45.2.1. on behalf of the persons entitled, and
  - 45.2.2. in the same proportions as a dividend would have been distributed to them.
- 45.3. 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.
- 45.4. 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.
- 45.5. Subject to the articles the directors may—
- 45.5.1. apply capitalised sums in accordance with articles 45.3 and 45.4 partly in one way and partly in another;
  - 45.5.2. make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
  - 45.5.3. 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.

#### PART 5

#### DECISION-MAKING BY SHAREHOLDERS

#### ORGANISATION OF GENERAL MEETINGS

#### **46. Attendance and speaking at general meetings**

- 46.1. 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.
- 46.2. A person is able to exercise the right to vote at a general meeting when—
  - 46.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 46.2.2. 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.
- 46.3. 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.
- 46.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 46.5. 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.

#### **47. Quorum for general meetings**

- 47.1. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 47.2. The quorum at a General Meeting shall be shareholders who are entitled to attend and vote holding 50% or more of the Ordinary shares.
- 47.3. A shareholder shall be regarded as present for the purposes of a quorum if represented by a proxy.

#### **48. Chairing general meetings**

- 48.1. If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 48.2. If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
  - 48.2.1. the directors present, or
  - 48.2.2. (if no directors are present), the meeting,
- 48.3. must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 48.4. The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".
- 48.5. The chairman of the meeting shall not have a casting vote

#### **49. Attendance and speaking by directors and non-shareholders**

- 49.1. directors may attend and speak at general meetings, whether or not they are shareholders.
- 49.2. The chairman of the meeting may permit other persons who are not—

- 49.2.1. shareholders of the company, or
  - 49.2.2. otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.

## **50. Adjournment**

- 50.1. If the persons attending a general meeting within sixty minutes 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 meeting shall be adjourned for five (5) business days and reconvened at the same time and place on such future date (or such other time and place as agreed by the directors).
- 50.2. If at such adjourned meeting of the General Meeting the quorum is not present within sixty (60) minutes from the time when the meeting should have begun or if during the meeting there is no longer a quorum, because one of the shareholders fails to attend two (2) consecutive General Meetings, the quorum shall be the shareholders present at such second meeting.
- 50.3. The chairman of the meeting may adjourn a general meeting at which a quorum is present if—
  - 50.3.1. the meeting consents to an adjournment, or
  - 50.3.2. it appears to the chairman of the meeting 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.
- 50.4. The directors must as soon as practicable inform all shareholders in writing (which may be by email) of the date, time and place of the adjourned meeting
- 50.5. 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**

### **51. 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.

### **52. Errors and disputes**

- 52.1. 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.
- 52.2. Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **53. Poll votes**

- 53.1. A poll on a resolution may be demanded—
  - 53.1.1. in advance of the general meeting where it is to be put to the vote, or
  - 53.1.2. 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.
- 53.2. A poll may be demanded by—
  - 53.2.1. the chairman of the meeting;

- 53.2.2. the directors;
  - 53.2.3. two or more persons having the right to vote on the resolution; or
  - 53.2.4. a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- 53.3. A demand for a poll may be withdrawn if—
- 53.3.1. the poll has not yet been taken, and
  - 53.3.2. the chairman of the meeting consents to the withdrawal.
- 53.4. Polls must be taken immediately and in such manner as the chairman of the meeting directs.

#### **54. Content of proxy notices**

- 54.1. Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—
- 54.1.1. states the name and address of the shareholder appointing the proxy;
  - 54.1.2. identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
  - 54.1.3. is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 54.1.4. 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.
- 54.2. The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 54.3. 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.
- 54.4. Unless a proxy notice indicates otherwise, it must be treated as—
- 54.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 54.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### **55. Delivery of proxy notices**

- 55.1. 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.
- 55.2. 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.
- 55.3. 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.
- 55.4. 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.

#### **56. Amendments to resolutions**

- 56.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- 56.1.1. 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 chairman of the meeting may determine), and
  - 56.1.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 56.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- 56.2.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 56.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 56.3. If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## PART 6

### ADMINISTRATIVE ARRANGEMENTS

#### **57. Means of communication to be used**

- 57.1. 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.
- 57.2. 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.
- 57.3. A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### **58. Company seals**

- 58.1. Any common seal may only be used by the authority of the directors.
- 58.2. The directors may decide by what means and in what form any common seal is to be used.
- 58.3. 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.
- 58.4. For the purposes of this article, an authorised person is—
- 58.4.1. any director of the company;
  - 58.4.2. the company secretary (if any); or
  - 58.4.3. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **59. 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.

## **60. Provision for employees on cessation of business**

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.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **61. Indemnity**

61.1. Subject to article (b), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

61.1.1. any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

61.1.2. any liability incurred by that director 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),

61.1.3. any other liability incurred by that director as an officer of the company or an associated company.

61.2. This article 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.

61.3. In this article—

61.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

61.3.2. a "relevant director" means any director or former director of the company or an associated company.

### **62. Insurance**

62.1. The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

62.2. In this article—

62.2.1. a "relevant director" means any director or former director of the company or an associated company,

62.2.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director'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, and

62.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

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