

Company Number. 09880556

ACCELERATED DYNAMICS X LIMITED
(the "Company")

MEMBERS' WRITTEN RESOLUTIONS
PURSUANT TO CHAPTER 2 OF PART 13 OF THE COMPANIES ACT 2006 (the "Act")

Circulation Date **1.8.** 2016

We, the undersigned, being the members of the Company entitled to attend and vote at general meetings of the Company, pursuant to Chapter 2 of Part 13 of the Act, hereby RESOLVE

- in the case of resolutions 1, 2 and 3 that the same take effect as if they had been passed as ordinary resolutions of the Company at a general meeting duly convened and held, and
- in the case of resolutions 4, 5 and 6 that the same take effect as if they had been passed as special resolutions of the Company at a general meeting duly convened and held

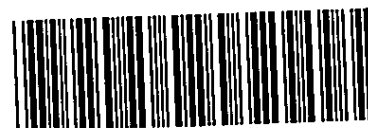
ORDINARY RESOLUTIONS

1 **THAT**, subject to the passing of resolution 6, the share capital of the Company be altered by the sub-division of

- (a) each of the existing ordinary shares of £0 01 each in the capital of the Company into 100 ordinary shares of £0 0001 each in the capital of the Company, and
- (b) each of the existing A ordinary shares of £0 01 each in the capital of the Company into 100 A ordinary shares of £0 0001 each in the capital of the Company,

such shares having the rights and being subject to the restrictions set out in the New Articles (as defined in resolution 6 below)

2 **THAT** in accordance with section 551 of the Act and subject to the passing of resolution 1, the directors be and are hereby generally and unconditionally authorised to exercise all powers of the Company to allot up to a maximum nominal amount of £5 625 of ordinary shares of £0 0001 each in the capital of the Company (the "Ordinary Shares") and up to a maximum nominal amount of £26 5625 of Seed Shares (as defined in resolution 4 below) (together with the Ordinary Shares, the "New Shares"), provided that this authority shall unless renewed, varied or revoked by the Company prior to such date, expire six months



Company Number: 09880556

from the date of passing of this resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require the New Shares to be allotted after such expiry and the directors may allot the New Shares in pursuance of such offer or agreement as if the authority conferred by this resolution had not expired

- 3 **THAT** in accordance with the Act and subject to the passing of resolution 1, the directors of the Company be generally and unconditionally authorised to allot further Ordinary Shares and Seed Shares up to an aggregate nominal amount of £3 4375 (the "**Further Investment Shares**"), provided that this authority shall expire on the date falling 90 days from the date of this resolution, unless renewed, varied or revoked by the Company prior to such expiry. This authority, is in addition to all unexercised authorities previously granted to the directors

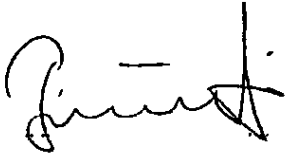
SPECIAL RESOLUTIONS

- 4 **THAT**, subject to the passing of resolution 6, a new class of series seed preferred shares of £0 0001 each in the capital of the Company be created (the "**Seed Shares**")
- 5 **THAT**, subject to the passing of resolutions 2 and 3, in accordance with section 570 of the Act, the directors be generally empowered to allot the New Shares and Further Investment Shares as if the pre-emption provisions applying to such allotment contained in the New Articles or otherwise did not apply to such allotment and any rights of pre-emption in connection therewith be and are hereby waived
- 6 **THAT** the articles of association attached hereto as the Exhibit, be approved and adopted as the new articles of association of the Company (the "**New Articles**") in substitution for and to the entire exclusion of the existing articles of association

AGREEMENT

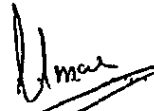
Please read the notes at the end of this document before signifying your agreement to the above resolutions (the "Resolutions")

The undersigned, being the members of the Company and entitled to vote on the Resolutions, hereby irrevocably agree to the Resolutions



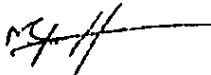
Mantas Gribulis

Date



Umar Javed Wani

Date



For and on behalf of
Entrepreneur First L.P.

Date

NOTES

1 If you agree to the Resolutions, 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** delivering the signed copy to Felicity Mithen at JAG Shaw Baker, Berners House, 47-48 Berners Street, London, W1T 3NF
- **Post** returning the signed copy to Felicity Mithen at JAG Shaw Baker, Berners House, 47-48 Berners Street, London, W1T 3NF
- **E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to felicity.mithen@jagshawbaker.com

If you do not agree to the Resolutions, 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 Resolutions, you may not revoke your agreement

3 Unless, within 28 days of the Circulation Date, sufficient agreement has been received from the required majority of eligible members for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us on or before this date

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members

5 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

Exhibit
New Articles

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ACCELERATED DYNAMICS X LIMITED

**JAG SHAW
BAKER**  **EXCELLENCE
INNOVATION
GROWTH**

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Index

Clause No	Page No
1. Introduction	1
2. Definitions	2
3. Share capital	7
4. Dividends	8
5. Liquidation preference	8
6. Exit provisions	9
7. Votes in general meeting and written resolutions	10
8. Consolidation of Shares	10
9. Conversion of A Ordinary Shares and Series Seed Preferred Shares	10
10. Departing Founder	12
11. Deferred Shares	13
12. Variation of rights	13
13. Allotment of new shares or other securities' pre-emption	14
14. Transfers of Shares – general	15
15. Permitted Transfers	17
16. Transfers of Shares subject to pre-emption rights	18
17. Valuation of Shares	21
18. Compulsory transfers – general	22
19. Tag-along	23
20. Co-Sale right	24
21. Drag-along	25
22. General meetings	27
23. Proxies	28
24. Directors' borrowing powers	28
25. Alternate Directors	28
26. Number of Directors	30
27. Appointment of Directors	30
28. Disqualification of Directors	30
29. Proceedings of Directors	30
30. Directors' interests	31
31. Notices	35
32. Indemnities and insurance	37
33. Data Protection	38
34. Secretary	38

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ACCELERATED DYNAMICS X LIMITED

(Adopted by a special resolution passed on 1 August 2016)

1 Introduction

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles (the "**Model Articles**") shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force
- 1.3 In these Articles
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles,
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa,
 - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company,
 - (d) reference to "**issued Shares**" of any class shall exclude any Shares of that class held as treasury shares from time to time, unless stated otherwise, and
 - (e) reference to the "**holders**" of Shares or a class of Share shall exclude the Company holding treasury shares from time to time, unless stated otherwise
- 1.4 In respect of any actions or matters requiring or seeking the acceptance, approval, agreement, consent or words having similar effect of the Investor Director under these Articles, if at any time the Investor Director has not been appointed or the Investor Director declares in writing to the Company and the Lead Investor that he considers that providing such consent gives rise or may give rise to a conflict of interest to his duties as a Director, such action or matter shall require a Series Seed Majority Consent
- 1.5 Where there is reference to Series Seed Preferred Shares under these Articles, this reference shall be treated, where appropriate in the context, on an as converted basis if the Conversion Ratio has been adjusted

2 Definitions

In these Articles the following words and expressions shall have the following meanings

"A Ordinary Shares" means the A ordinary shares of £0 0001 each in the capital of the Company from time to time,

"A Ordinary Shareholders" means the holders from time to time of the A Ordinary Shares,

"Act" means the Companies Act 2006 (as amended from time to time),

"Acting in Concert" has the meaning given to it in The City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time),

"Actions" shall have the meaning given in Article 6 3,

"Arrears" means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, irrespective of whether or not the Company has had at any time sufficient Available Profits to pay such dividend or sums, together with all interest and other amounts payable on that Share,

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets (where disposal may include, without limitation, the grant by the Company of an exclusive licence of intellectual property not entered into in the ordinary course of business),

"Associate" in relation to any person means

- (a) any person who is an associate of that person and the question of whether a person is an associate of another is to be determined in accordance with section 435 of the Insolvency Act 1986 (whether or not an associate as so determined),
- (b) any Member of the same Group, and
- (c) any Member of the same Fund Group,

"Auditors" means the auditors of the Company from time to time,

"Available Profits" means profits available for distribution within the meaning of part 23 of the Act,

"Bad Leaver" means a Founder who becomes a Leaver by reason of or as a consequence of the termination by the Company of his service agreement in circumstances in which the Founder

- (a) is guilty of gross misconduct affecting the business of the Company,
- (b) commits any serious or repeated breaches of any of the provisions of his service agreement,
- (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed or any offence under any regulation or legislation relating to insider dealing, or
- (d) is guilty of any fraud or dishonesty,

provided that the Board may, with Investor Director Consent, resolve that a Bad Leaver shall be treated as a Good Leaver in respect of some or all of his Founder Shares

"Board" means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles,

"Business Day" means a day on which English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday),

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

"Commencement Date" means 1 April 2016,

"Company" means Accelerated Dynamics X Limited,

"Conditions" has the meaning given in Article 9 1,

"Controlling Interest" means an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the CTA 2010,

"Conversion Date" has the meaning given in Article 9 1,

"Conversion Ratio" has the meaning given in Article 9 5,

"CTA 2010" means the Corporation Tax Act 2010,

"Date of Adoption" means the date on which these Articles were adopted,

"Deferred Conversion Date" means the date that the Founder Shares convert into Deferred Shares pursuant to Article 10 1,

"Deferred Shares" means deferred shares of £0.01 each in the capital of the Company from time to time,

"Director(s)" means a director or directors of the Company from time to time,

"Effective Termination Date" means the date on which the Employee's employment or consultancy terminates,

"electronic address" has the same meaning as in section 333 of the Act,

"electronic form" and **"electronic means"** have the same meaning as in section 1168 of the Act,

"Eligible Director" means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a meeting of the Directors,

"Employee" means an individual who is employed by, or who provides consultancy services to, the Company or any member of the Group,

"Encumbrance" means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including without limitation any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law),

"Equity Securities" has the meaning given in sections 560(1) to (3) inclusive of the Act,

"Equity Shares" means the Shares other than the Deferred Shares,

"Exit" means a Share Sale or an Asset Sale,

"Expert Valuer" is as determined in accordance with Article 17 2,

"Fair Value" is as determined in accordance with Article 17,

"Family Trusts" means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual, and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons,

"Financial Year" has the meaning set out in section 390 of the Act,

"Founders" means Mantas Gribulis and Umar Javed Wani and **"Founder"** shall mean either one of them,

"Founder Shares" in relation to a Founder means all Ordinary Shares held by

- (a) the Founder in question, and
- (b) any Permitted Transferee of that Founder other than those Ordinary Shares held by those persons that a Series Seed Majority declares itself satisfied were not acquired directly or indirectly from the Founder or by reason of that person's relationship with the Founder,

"Fractional Holders" has the meaning given in Article 9 9,

"Fund Manager" means a person whose principal business is to make, manage or advise upon investments in securities,

"Good Leaver" means a Leaver that is not a Bad Leaver,

"Group" means the Company and its Subsidiary Undertaking(s) (if any) from time to time and **"Group Company"** shall be construed accordingly,

"hard copy form" has the same meaning as in section 1168 of the Act,

"Holding Company" means a newly formed holding company, pursuant to which the membership, pro rata shareholdings and classes of shares comprised in such holding company matches that of the Company immediately prior to the transfer of the issued share capital of the Company to such holding company,

"Investor Director" means the director of the Company nominated by the Lead Investor under Article 27 1,

"Investor Director Consent" means the prior written consent of the Investor Director,

"IPO" means the admission of all or any of the Shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American

depository shares and/or other instruments) on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000),

"ITEPA" means Income Tax (Earnings and Pensions) Act 2003,

"Lead Investor" means Connect Ventures Two LP,

"Leaver" means a Founder who ceases to be an Employee,

"Leaver's Percentage" means, in relation to and for the purposes of determining the number of Founder Shares that are required (pursuant to Article 10 2) to be converted into Deferred Shares or to be transferred (as applicable) as a result of a Founder ceasing to be an Employee within the period commencing on the Commencement Date and ending on the Effective Termination Date, the percentage (rounded to the nearest two decimal places) as calculated using the formula below

$$100 - ((1/48 \times 100) \times NM),$$

where NM = number of full calendar months from the Commencement Date to the Effective Termination Date such that the Leaver's Percentage shall be zero on the first day of the 49th month after the Commencement Date and thereafter, provided that if a Founder's employment, office or consultancy (as applicable) is terminated within nine (9) months after an Exit and such Founder has not resigned as an Employee (except in circumstances which constitute a constructive, wrongful and/or unfair dismissal), the Leaver's Percentage shall be zero,

"Member of the same Fund Group" means if the Shareholder is a fund, partnership, company, syndicate or other entity whose business is managed by a Fund Manager (an **"Investment Fund"**) or is a nominee of that Investment Fund

- (a) any participant or partner in or member of any such Investment Fund or the holders of any unit trust which is a participant or partner in or member of any Investment Fund (but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business),
- (b) any Investment Fund managed or advised by that Fund Manager,
- (c) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager, or
- (d) any trustee, nominee or custodian of such Investment Fund and vice versa,

"Member of the same Group" means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking,

"NASDAQ" means the NASDAQ Stock Market of the NASDAQ OMX Group Inc ,

"New Securities" means any shares or other securities convertible into, or carrying the right to subscribe for, those shares issued by the Company after the Date of Adoption (other than shares or securities issued as a result of the events set out in Article 13 6),

"Offer Period" has the meaning set out in Article 16 7(a),

"Ordinary Shareholders" means the holders from time to time of the Ordinary Shares,

"Ordinary Shares" means the ordinary shares of £0.01 each in the capital of the Company from time to time,

"Original Shareholder" has the meaning set out in Article 15.1,

"Permitted Transfer" means a transfer of Shares in accordance with Article 15,

"Permitted Transferee" means

- (a) in relation to a Shareholder who is an individual, any of his Privileged Relations, Trustees or Qualifying Companies,
- (b) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act) means any Member of the same Group, and
- (c) in relation to a Shareholder which is an Investment Fund or a nominee of such Investment Fund means any Member of the same Fund Group,

"Preference Amount" means a price per share equal to the amount paid up or credited as paid up (including premium) for such share, together with a sum equal to any Arrears,

"Priority Rights" means the rights of Shareholders to purchase Shares contained in a Transfer Notice in the priority stipulated in Article 16.6 or in Article 10.6 (as applicable),

"Privileged Relation" in relation to a Shareholder who is an individual member or deceased or former member means a spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue),

"Proceeds of Sale" means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale (as such fees, costs and expenses are approved by a Series Seed Majority),

"Proposed Exit" has the meaning given in Article 6.3,

"Proposed Purchaser" means a proposed purchaser of Shares who at the relevant time has made an offer on arm's length terms,

"Proposed Seller" means any person proposing to transfer any shares in the capital of the Company,

"Qualifying Company" means a company in which a Shareholder or Trustee(s) holds the entire issued share capital and over which that Shareholder or Trustee(s) exercises control (within the meaning of section 1124 of the CTA 2010),

"Qualifying Person" has the meaning given in section 318(3) of the Act,

"Relevant Interest" has the meaning set out in Article 30.5,

"Relevant Period" means forty-eight (48) months from the Commencement Date,

"Restricted Shares" has the meaning set out in Article 10.8,

"Sale Shares" has the meaning set out in Article 16.2(a),

"Seller" has the meaning set out in Article 16.2,

"Selling Ordinary Shareholder" has the meaning given in Article 20.1,

"Series Seed Majority" means the holders of more than fifty (50) per cent of Series Seed Preferred Shares from time to time,

"Series Seed Majority Consent" means the prior written consent of the Series Seed Majority,

"Series Seed Preferred Shareholders" means the holders from time to time of the Series Seed Preferred Shares,

"Series Seed Preferred Shares" means the series seed preferred shares of £0 0001 each in the capital of the Company from time to time,

"Shareholder" means any holder of any Shares,

"Share Option Plan" means the share option plan of the Company as at the Date of Adoption,

"Shares" means the Ordinary Shares, the A Ordinary Shares, the Deferred Shares and the Series Seed Preferred Shares from time to time,

"Share Sale" means the sale of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) and persons Acting in Concert with him together acquiring a Controlling Interest in the Company, except where following completion of the sale the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately prior to the sale,

"Subsidiary", "Subsidiary Undertaking" and "Parent Undertaking" have the respective meanings set out in sections 1159 and 1162 of the Act,

"Subscription Period" shall have the meaning given in Article 13 2,

"Transfer Notice" shall have the meaning given in Article 16 2,

"Transfer Price" shall have the meaning given in Article 16 2,

"Trustees" in relation to a Shareholder means the trustee or the trustees of a Family Trust, and

"Unvested" means those Founder Shares which may be required to be converted into Deferred Shares or to be transferred under Article 10

3 Share capital

- 3 1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking pari passu in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue
- 3 2 Except as otherwise provided in these Articles, the Series Seed Preferred Shares and the Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares
- 3 3 Subject to Series Seed Majority Consent and the Act, the Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act

- 3 4 The Company shall be entitled to retain any share certificate(s) relating to Founder Shares while any such Shares remain Unvested
- 3 5 The Board may by resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical, electronic or other means or may be printed on them Article 24(5) of the Model Articles shall be amended accordingly
- 3 6 The Company shall have a first and paramount lien on every Share not fully paid for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable

4. Dividends

- 4 1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4
- 4 2 Any Available Profits which the Company may determine, with Series Seed Majority Consent, to distribute in respect of any Financial Year, will be distributed among the holders of the Equity Shares (pari passu as if the Equity Shares constituted one class of share) pro rata to their respective holdings of Equity Shares
- 4 3 Subject to the Act and these Articles, the Board may, provided Series Seed Majority Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period
- 4 4 Every dividend shall accrue on a daily basis assuming a 365-day year All dividends are expressed net and shall be paid in cash
- 4 5 Article 31(1) of the Model Articles shall be amended by
 - (a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing", and
 - (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing"

5 Liquidation preference

On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so)

- (a) first in paying to each of the Series Seed Preferred Shareholders, in priority to any other classes of Share, an amount equal to the greater of (i) the Preference Amount in respect of each such Series Seed Preferred Share and (ii) such amount as it would have received in respect of each such Series Seed Preferred Share if the surplus assets of the Company remaining after payment of its liabilities were distributed pro rata among the holders of the Equity Shares as if the Equity Shares constituted one and the same class, provided that if there are insufficient surplus assets to pay to each Series Seed Preferred Shareholder an amount per Series Seed Preferred Share which is equal to the Preference Amount in respect of each such Series Seed Preferred Share, the remaining surplus assets shall be distributed to the Series Seed

Preferred Shareholders pro rata to their respective holdings of Series Seed Preferred Shares,

- (b) second in paying to each of the A Ordinary Shareholders, in priority to the Ordinary Shares, an amount equal to the greater of (i) the Preference Amount in respect of each such A Ordinary Share and (ii) such amount as it would have received in respect of each such A Ordinary Share if the surplus assets of the Company remaining after payment of its liabilities were distributed pro rata among the holders of the Equity Shares as if the Equity Shares constituted one and the same class, provided that if there are insufficient surplus assets to pay to each A Ordinary Shareholder an amount per A Ordinary Share which is equal to the Preference Amount in respect of each such A Ordinary Share, the remaining surplus assets shall be distributed to the A Ordinary Shareholders pro rata to their respective holdings of A Ordinary Shares,
- (c) third in paying to the holders of the Deferred Shares, if any, a total of £1 00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares), and
- (d) the balance of the surplus assets (if any) shall be distributed among the Ordinary Shareholders pro rata to the number of Ordinary Shares held

6 Exit provisions

6 1 On a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 5 and the Directors shall not register any transfer of Shares if the Proceeds of Sale are not so distributed save in respect of any Shares not sold in connection with that Share Sale, provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale

- (a) the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been distributed in the order of priority set out in Article 5, and
- (b) the Shareholders shall take any action required by a Series Seed Majority to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5

In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the consideration so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of consideration in the order of priority set out in Article 5

6 2 On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 5 provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by a Series Seed Majority (including, but without prejudice to the generality of this Article 6 2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 5 applies

6 3 In the event of an Exit approved by the Board and a Series Seed Majority in accordance with the terms of these Articles (the "**Proposed Exit**"), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable pre-emption or similar rights in connection with the Proposed Exit ("**Actions**") The Shareholders shall be required to take all Actions with respect to the Proposed Exit as are required by the Board to facilitate, give effect to and otherwise implement the Proposed Exit, subject always to the proceeds of such Exit being distributed to Shareholders in accordance with the provisions of Article 5 and this Article 6

7 Votes in general meeting and written resolutions

- 7 1 The Series Seed Preferred Shares shall confer on each holder of Series Seed Preferred Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company
- 7 2 The Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company
- 7 3 The Deferred Shares (if any) shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company
- 7 4 Where Shares confer a right to vote, on a show of hands each holder of such shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll each such holder so present shall have one vote for each Share held by him

8 Consolidation of Shares

- 8 1 Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Directors may, on behalf of those Shareholders, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Directors may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 8 2 When the Company sub-divides or consolidates all or any of its Shares, the Company may, subject to the Act and to these Articles, by ordinary resolution determine that, as between the Shares resulting from the sub-division or consolidation, any of them may have any preference or advantage or be subject to any restriction as compared with the others

9 Conversion of A Ordinary Shares and Series Seed Preferred Shares

- 9 1 Any holder of A Ordinary Shares or Series Seed Preferred Shares shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid A Ordinary Shares or Series Seed Preferred Shares, as the case may be held by them at any time and those Series Seed Preferred Shares shall convert automatically on the date of such notice (the "**Conversion Date**"), provided that the holder may in such notice, state that conversion of its Series Seed Preferred Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the "**Conditions**")
- 9 2 All of the fully paid A Ordinary Shares or Series Seed Preferred Shares shall automatically convert into Ordinary Shares
- (a) on the date of a notice given by the Series Seed Majority (which date shall be treated as the Conversion Date, or
- (b) immediately upon the occurrence of an IPO
- 9 3 In the case of (i) Articles 9 1 and 9 2(a), not more than five Business Days after the Conversion Date or (ii) in the case of Article 9 2(b), at least five Business Days prior to the occurrence of the IPO, each relevant holder of the relevant A Ordinary Shares or Series Seed

Preferred Shares shall deliver the certificate (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the A Ordinary Shares or Series Seed Preferred Shares being converted to the Company at its registered office for the time being

- 9 4 Where conversion is mandatory on the occurrence of an IPO, that conversion will be effective only immediately prior to and conditional upon such IPO (and "Conversion Date" shall be construed accordingly) and, if such IPO does not become effective or does not take place, such conversion shall be deemed not to have occurred. In the event of a conversion under Article 9 1, if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion shall be deemed not to have occurred
- 9 5 On the Conversion Date, the relevant A Ordinary Shares or Series Seed Preferred Shares shall without further authority than is contained in these Articles stand converted into Ordinary Shares on the basis of one Ordinary Share for each A Ordinary Share or Series Seed Preferred Share held (the "**Conversion Ratio**"), and the Ordinary Shares resulting from that conversion shall in all other respects rank pari passu with the existing issued Ordinary Shares
- 9 6 The Company shall on the Conversion Date enter the holder of the converted A Ordinary Shares or Series Seed Preferred Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the A Ordinary Shares or Series Seed Preferred Shares in accordance with this Article, the Company shall within 10 Business Days of the Conversion Date forward to such holder of A Ordinary Shares or Series Seed Preferred Shares by post to his address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares
- 9 7 On the Conversion Date (or as soon afterwards as it is possible to calculate the amount payable), the Company will, if it has sufficient Available Profits, pay to holders of the A Ordinary Shares or Series Seed Preferred Shares falling to be converted a dividend equal to all Arrears and accruals of dividends in relation to those A Ordinary Shares or Series Seed Preferred Shares to be calculated on a daily basis down to and including the day immediately preceding the Conversion Date. If the Company has insufficient Available Profits to pay all such Arrears and accruals of dividends in full then it will pay the same to the extent that it is lawfully able to do so and any Arrears and accruals of dividends that remain outstanding shall continue to be at debt due from and immediately payable by the Company
- 9 8 The Conversion Ratio shall from time to time be adjusted in accordance with the provisions of this Article
- (a) if A Ordinary Shares or Series Seed Preferred Shares remain capable of being converted into new Ordinary Shares and there is a consolidation and/or sub-division of Ordinary Shares, the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Investor Director Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each A Ordinary Shareholder or Series Seed Preferred Shareholder is in no better or worse position as a result of such consolidation or sub-division, such adjustment to become effective immediately after such consolidation or sub-division, and
- (b) if A Ordinary Shares or Series Seed Preferred Shares remain capable of being converted into Ordinary Shares, on an allotment of fully-paid Ordinary Shares pursuant to a capitalisation of profits or reserves to holders of Ordinary Shares the Conversion Ratio shall be adjusted by an amount, which in the opinion of the Board (with Investor Director Consent) is fair and reasonable, to maintain the right to convert so as to ensure that each A Ordinary Shareholder or Series Seed Preferred Shareholder is in no better or worse position as a result of such capitalisation of

profits or reserves, such adjustment to become effective as at the record date for such issue

- 9 9 If any A Ordinary Shareholder or Series Seed Preferred Shareholder becomes entitled to fractions of an Ordinary Share as a result of conversion ("**Fractional Holders**"), the Directors may (in their absolute discretion) deal with these fractions as they think fit on behalf of the Fractional Holders. In particular, the Directors may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, the chairman of the Company or, failing him, the secretary will be deemed to have been appointed the Fractional Holder's agent for the purpose of the sale
- 9 10 If a doubt or dispute arises concerning an adjustment of the Conversion Ratio in accordance with Article 9 8, or if so requested by a Series Seed Majority, the Board shall refer the matter to the Auditors for determination who shall make available to all Shareholders their report and whose certificate as to the amount of the adjustment is, in the absence of manifest error, conclusive and binding on all concerned and their costs shall be met by the Company

10. Departing Founder

- 10 1 Subject to Article 10 4, unless a Series Seed Majority determines that this Article 10 1 shall not apply, if at any time during the Relevant Period a person becomes a Bad Leaver, all the Founder Shares relating to such Bad Leaver shall be automatically converted into Deferred Shares (on the basis of one Deferred Share for each Founder Share held on the Effective Termination Date rounded down to the nearest whole share)

Vesting provisions – Deferred Shares

- 10 2 Subject to Article 10 4, unless a Series Seed Majority determine that this Article 10 2 shall not apply, if at any time during the Relevant Period a Founder becomes a Good Leaver the Leaver's Percentage of the Founder Shares relating to such Founder shall automatically convert into Deferred Shares (on the basis of one Deferred Share for each Founder Share held) on the Effective Termination Date (rounded down to the nearest whole share)
- 10 3 Upon such conversion into Deferred Shares, the Company shall be entitled to enter the holder of the Deferred Shares on the register of members of the Company as the holder of the appropriate number of Deferred Shares as from the Deferred Conversion Date. Upon the Deferred Conversion Date, the Founder (and his Permitted Transferee(s)) shall deliver to the Company at its registered office the share certificate(s) (to the extent not already in the possession of the Company) (or an indemnity for lost certificate in a form acceptable to the Board) for the Unvested Shares so converting and upon such delivery there shall be issued to him (or his Permitted Transferee(s)) share certificate(s) for the number of Deferred Shares resulting from the relevant conversion and any remaining Ordinary Shares (if applicable)

Deemed Transfer Notice

- 10 4 The Board (other than the departing Founder and including the Investor Director) shall be entitled to determine that, in the alternative to Articles 10 1 and 10 2, if a Founder becomes a Leaver, a Transfer Notice shall be deemed to be given in respect all of the Founder Shares which were to convert into Deferred Shares under Articles 10 1 and 10 2 on the Effective Termination Date
- 10 5 In the event that a Transfer Notice is deemed to have been given in accordance with Article 10 4, the Transfer Price shall be the lower of Fair Value and the nominal value of the Founder Shares

10 6 For the purposes of a transfer made in accordance with this Article 10, the Priority Rights shall be such that the Founder Shares are offered in the following order of priority

- (a) to any person(s) approved by the Board (other than the departing Founder and including the Investor Director), and/or
- (b) to the Company (subject always to the provisions of the Act)

Suspension of voting rights

10 7 All voting rights attached to Founder Shares held by a Founder or by any Permitted Transferee of that Founder (the "**Restricted Member**"), if any, shall at the time he ceases to be an Employee be suspended unless the Board and the Series Seed Majority notify him otherwise

10 8 Any Founder Shares whose voting rights are suspended pursuant to Article 10 7 ("**Restricted Shares**") shall confer on the holders of Restricted Shares the right to receive a notice of and attend all general meetings of the Company but shall have no right to vote either in person or by proxy or to vote on any proposed written resolution. Voting rights suspended pursuant to Article 10 7 shall be automatically restored immediately prior to an IPO. If a Restricted Member transfers any Restricted Shares in accordance with these Articles all voting rights attached to the Restricted Shares so transferred shall, with prior Series Seed Majority Consent, upon completion of the transfer (as evidenced by the transferee's name being entered in the Company's register of members) automatically be restored

11. Deferred Shares

11 1 Subject to the Act, any Deferred Shares may be redeemed by the Company at any time at its option for one penny for all the Deferred Shares registered in the name of any holder(s) without obtaining the sanction of the holder(s)

11 2 The allotment or issue of Deferred Shares or the conversion or re-designation of shares into Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after their allotment, issue, conversion or re-designation, without obtaining the sanction of such holder(s), to

- (a) appoint any person to execute any transfer (or any agreement to transfer) such Deferred Shares to such person(s) as the Company may determine (as nominee or custodian thereof or otherwise), and/or
- (b) give, on behalf of such holder, consent to the cancellation of such Deferred Shares, and/or
- (c) purchase such Deferred Shares in accordance with the Act,

in any such case (i) for a price being not more than an aggregate sum of one penny for all the Deferred Shares registered in the name of such holder(s) and (ii) with the Company having authority pending such transfer, cancellation and/or purchase to retain the certificates (if any) in respect thereof

11 3 No Deferred Share may be transferred without the prior consent of the Board

12 Variation of rights

12 1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent

in writing of the holders of at least seventy-five (75) per cent in nominal value of the issued shares of that class save that the special rights attaching to the Series Seed Preferred Shares may be varied or abrogated with Series Seed Majority Consent

- 12 2 The creation of a new class of shares which has preferential rights to one or more existing classes of shares shall not constitute a variation of the rights of those existing classes of shares

13 Allotment of new shares or other securities pre-emption

- 13 1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company

- 13 2 Subject to Article 13 6, unless otherwise agreed by special resolution, if the Company proposes to allot any New Securities, those New Securities shall not be allotted to any person unless the Company has in the first instance offered them all holders of Equity Shares (the "Subscribers") on the same terms and at the same price as those New Securities are being offered to other persons on a par passu and pro rata basis to the number of Equity Shares (as if the Equity Shares constituted one and the same class) held by the Shareholders (as nearly as may be without involving fractions) The offer 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 New Securities

- 13 3 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities, the New Securities shall be allotted to the Subscribers who have applied for New Securities on a pro rata basis to the number of Equity Shares held by such Subscribers, which procedure shall be repeated until all New Securities have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscribers beyond that applied for by him)

- 13 4 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall, subject to the provisions of Section 551 of the Act, 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

- 13 5 Subject to the requirements of Articles 13 2 to 13 4 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that the allotment or grant to that person must be approved in writing by a Series Seed Majority

- 13 6 The provisions of Articles 13 2 to 13 4 (inclusive) shall not apply to

- (a) options to subscribe for Ordinary Shares under the Share Option Plan,
- (b) New Securities issued or granted in order for the Company to comply with its obligations under these Articles,
- (c) New Securities issued in consideration of the acquisition by the Company of any company or business which has been approved in writing by a Series Seed Majority,
- (d) New Securities issued pursuant to commercial arrangements or a venture debt financing transaction which has been approved in writing by a Series Seed Majority, and

- (e) New Securities issued as a result of a bonus issue of shares which has been approved in writing by a Series Seed Majority

13 7 Any New Securities offered under this Article 13 to a Series Seed Preferred Shareholder may be accepted in full, or part only, by a Member of the same Fund Group as that Series Seed Preferred Shareholder or a Member of the same Group as that Series Seed Preferred Shareholder in accordance with the terms of this Article 13

13 8 No Shares shall be allotted or transferred to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company

14. Transfers of Shares – general

14 1 In Articles 14 to 21 inclusive, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share

14 2 No Share may be transferred unless the transfer is made in accordance with these Articles

14 3 If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles he will be deemed immediately to have served a Transfer Notice in respect of all Shares held by him

14 4 Any transfer of a Share by way of sale which is required to be made under Articles 16 to 21 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee

14 5 Unless express provision is made in these Articles to the contrary, no Ordinary Shares shall be transferred by a Founder (save for Permitted Transfers) at any time during the Relevant Period without Series Seed Majority Consent

14 6 The Directors may refuse to register a transfer if

- (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind,
- (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company,
- (c) it is a transfer of a Share which is not fully paid
 - (i) to a person of whom the Directors do not approve, or
 - (ii) on which Share the Company has a lien,
- (d) the transfer is not lodged at the registered office or at such other place as the Directors may appoint,
- (e) the transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for lost certificate in a form acceptable to the Board) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,
- (f) the transfer is in respect of more than one class of Shares,

- (g) the transfer is in favour of more than four transferees, or
- (h) these Articles otherwise provide that such transfer shall not be registered

If the Directors refuse to register a transfer, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

14 7 The Directors may, as a condition to the registration of any transfer of shares in the Company (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company in any form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 14 7 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee

14 8 To enable the Directors to determine whether or not there has been any disposal of shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles the Directors may, with Investor Director Consent, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to furnish to the Company that information and evidence the Directors may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares in the capital of the Company from time to time registered in the holder's name. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such shares in the capital of the Company in writing of that fact and the following shall occur

- (a) the relevant shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question) provided that, at the election of the relevant Series Seed Preferred Shareholder, such rights shall not cease if as a result of such cessation the Company shall become a Subsidiary of a Series Seed Preferred Shareholder, or
- (b) all dividends or other distributions otherwise attaching to the relevant shares or to any further shares issued in respect of those shares shall be withheld, and
- (c) the holder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that holder

The rights referred to in (a) and (b) above may be reinstated by the Board subject to Investor Director Consent and shall in any event be reinstated upon the completion of any transfer referred to in (c) above

14 9 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of 10 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period

14 10 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that

(a) the Transfer Price for the Sale Shares will be as agreed between the Board (including Investor Director Consent) (any director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) not voting) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares,

(b) it does not include a Minimum Transfer Condition (as defined in Article 16 2(d)), and

(c) the Seller wishes to transfer all of the Shares held by it

14 11 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

15 Permitted Transfers

15 1 A Shareholder (who is not a Permitted Transferee) (the "**Original Shareholder**") may transfer all or any of his or its Shares to a Permitted Transferee without restriction as to price or otherwise, save that no Restricted Shares shall be transferred to a Permitted Transferee without Series Seed Majority Consent

15 2 Shares previously transferred as permitted by Article 15 1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without restriction as to price or otherwise

15 3 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without restriction as to price or otherwise

15 4 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares

15 5 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must not later than five Business Days after the date on which the Permitted Transferee so ceases, transfer the Shares held by it to the Original Shareholder or a Member of the same Fund Group as the Original Shareholder (which in either case is not in liquidation) without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares

15 6 Trustees may (i) transfer Shares to a Qualifying Company or (ii) transfer Shares to the Original Shareholder or to another Permitted Transferee of the Original Shareholder or (iii) transfer Shares to the new or remaining trustees upon a change of Trustees without restrictions as to price or otherwise

15 7 No transfer of Shares may be made to Trustees unless the Board is satisfied

- (a) with the terms of the trust instrument and in particular with the powers of the trustees,
- (b) with the identity of the proposed trustees,
- (c) the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts, and
- (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company

15 8 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must within five Business Days of so ceasing, transfer the Shares held by it to the Original Shareholder (or to any Permitted Transferee of the Original Shareholder) (any may do so without restriction as to price or otherwise) failing which it will be deemed (unless it obtains the approval of the Board (to include Investor Director Consent)) to have given a Transfer Notice in respect of such Shares

15 9 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise he must, within 15 Business Days of so ceasing either

- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or
- (b) give a Transfer Notice to the Company in accordance with Article 16 2,

failing which he shall be deemed to have given a Transfer Notice

15 10 On the death (subject to Article 15 3), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder) his personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living (and not bankrupt or in liquidation) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice

15 11 A transfer of any Shares approved by the Board and a Series Seed Majority may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors

15 12 Any Shares may at any time be transferred where there is a sale of the entire issued share capital of the Company to a Holding Company, which has been approved by a majority of the Board, including Investor Director Consent

16. Transfers of Shares subject to pre-emption rights

16 1 Save where the provisions of Articles 15, 19, 20 and 21 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 16

16 2 A Shareholder who wishes to transfer Shares (a "Seller") shall, except as otherwise provided in these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a "Transfer Notice") to the Company specifying

- (a) the number of Shares which he wishes to transfer (the "Sale Shares"),
- (b) if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee,
- (c) the price at which he wishes to transfer the Sale Shares, and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a "Minimum Transfer Condition")

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the "Transfer Price") must be agreed by the Board (including Investor Director Consent) In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (including Investor Director Consent) In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within 5 Business Days of the Company receiving the Transfer Notice

16 3 Except with the consent of the Board (including Investor Director Consent), no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn

16 4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price

16 5 As soon as practicable following the later of

- (a) receipt of a Transfer Notice, and
- (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 17,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Articles 16 6 and 16 7 Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered

16 6 *Priority for offer of Sale Shares*

The Sale Shares shall be offered in the following order of priority

- (a) first, to the Shareholders, and
- (b) second, to the Company (to the extent permitted by law),

in each case on the basis set out in Article 16 7

16 7 *Transfers Offer*

- (a) The Board shall offer the Sale Shares pursuant to the Priority Rights to all shareholders specified in the offer other than the Seller (the "Continuing Shareholders") inviting them to apply in writing within the period from the date of the offer to the date 10 Business Days after the offer (inclusive) (the "Offer Period") for the maximum number of Sale Shares they wish to buy

- (b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under Article 16 7 will be conditional on the fulfilment of the Minimum Transfer Condition
- (c) 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 Board shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares in the proportion (fractional entitlements being rounded to the nearest whole number) which his existing holding Equity Shares bears to the total number of Equity Shares held by those Continuing Shareholders who have applied for Sale Shares which procedure shall be repeated until all Sale Shares have been allocated but no allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy
- (d) If, at the end of the Offer Period, the number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and the balance will be dealt with in accordance with Article 16 8(e)

16 8 *Completion of transfer of Sale Shares*

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 16 7 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect

- (b) If

- (i) the Transfer Notice does not include a Minimum Transfer Condition, or
- (ii) the Transfer 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 Board shall, when no further offers are required to be made under Article 16 7 and once the requirements of Articles 19 and/or 20 have been fulfilled to the extent required, give written notice of allocation (an "**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated (an "**Applicant**") specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than 10 Business Days nor more than 20 Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares

- (c) 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
- (d) If the Seller fails to comply with the provisions of Article 16 8(c)
 - (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the Board, may on behalf of the Seller
 - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants,
 - (B) receive the Transfer Price and give a good discharge for it, and

- (C) (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
 - (ii) 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 he has delivered to the Company his certificate or certificates for the relevant Shares (or an indemnity for lost certificate in a form acceptable to the Board)
 - (e) If an Allocation Notice does not relate to all the Sale Shares then, subject to Article 16 8(f), the Seller may, within eight weeks after service of the Allocation Notice, transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price
 - (f) The right of the Seller to transfer Shares under Article 16 8(e) does not apply if the Board is of the opinion on reasonable grounds that
 - (i) the transferee is a person (or a nominee for a person) who the Board determine in their absolute discretion is a competitor with (or an Associate of a competitor with) the business of the Company or with a Subsidiary Undertaking of the Company,
 - (ii) 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
 - (iii) the Seller has failed or refused to provide promptly information available to it or him and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above
- 16 9 Any Sale Shares offered under this Article 16 to a Series Seed Preferred Shareholder may be accepted in full, or part only, by a Member of the same Fund Group as that Series Seed Preferred Shareholder or a Member of the same Group as that Series Seed Preferred Shareholder in accordance with the terms of this Article 16
- 17 Valuation of Shares**
- 17 1 If no Transfer Price can be agreed between the Seller and the Board in accordance with provisions of Articles 14 10 or 16 2 or otherwise then, on the date of failing agreement, the Board shall either
- (a) appoint an expert valuer in accordance with Article 17 2 (the "**Expert Valuer**") to certify the Fair Value of the Sale Shares, or
 - (b) (if the Fair Value has been certified by an Expert Valuer within the preceding 12 weeks) specify that the Fair Value of the Sale Shares will be calculated by dividing any Fair Value so certified by the number of Sale Shares to which it related and multiplying such Fair Value by the number of Sale Shares the subject of the Transfer Notice
- 17 2 The Expert Valuer will be either
- (a) the Auditors, or
 - (b) (if otherwise agreed by the Board and the Seller) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing 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 on the application of either party and approved by the Company

- 17 3 The "**Fair Value**" of the Sale Shares shall be determined by the Expert Valuer on the following assumptions and bases
- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer,
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
 - (c) that the Sale Shares are capable of being transferred without restriction,
 - (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares, and
 - (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account
- 17 4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner they shall in their absolute discretion think fit
- 17 5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of their appointment and to notify the Board of their determination
- 17 6 The Expert Valuer shall act as experts and not as arbitrators and their determination shall be final and binding on the parties (in the absence of fraud or manifest error)
- 17 7 The Board will give the Expert Valuer access to all accounting records or other relevant documents of the Company subject to them agreeing to such confidentiality provisions as the Board may reasonably impose
- 17 8 The Expert Valuer shall deliver their certificate to the Company As soon as the Company receives the certificate it shall deliver a copy of it to the Seller Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five (5) Business Days of the service on him of the copy certificate, cancel the Company's authority to sell the Sale Shares
- 17 9 The cost of obtaining the certificate shall be paid by the Company unless
- (a) the Seller cancels the Company's authority to sell, or
 - (b) the Sale Price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,
- in which case the Seller shall bear the cost

18 Compulsory transfers – general

- 18 1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Directors

- 18 2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of his death the Directors may require the legal personal representatives of that deceased Shareholder either
- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer), or
 - (b) to show to the satisfaction of the Directors that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder

If either requirement in this Article 18 2 shall not be fulfilled to the satisfaction of the Directors a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that the Directors may otherwise determine

- 18 3 If a Shareholder which is a company, either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all the shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Directors may determine
- 18 4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company, it shall be bound at any time, if and when required in writing by the Directors to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Ordinary Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Ordinary Shares back to the Original Shareholder from whom it received its Ordinary Shares or to any other Permitted Transferee before being required to serve a Transfer Notice This Article 18 4 shall not apply to a member that is a Major Investor

19. Tag-along

- 19 1 Except in the case of Permitted Transfers and transfers pursuant to Articles 10 and 18, after going through the pre-emption procedure in Article 16, the provisions of Article 19 2 will apply if one or more Proposed Sellers propose to transfer in one or a series of related transactions any Equity Shares (the "**Proposed Transfer**") which would, if put into effect, result in any Proposed Purchaser (and Associates of his or persons Acting in Concert with him) acquiring a Controlling Interest in the Company
- 19 2 A Proposed Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser of an offer (the "**Offer**") to the other Shareholders to acquire all of the Equity Shares for a consideration per share the value of which is at least equal to the Specified Price (as defined in Article 19 7)
- 19 3 The Offer must be given by written notice (a "**Proposed Sale Notice**") at least 10 Business Days (the "**Offer Period**") prior to the proposed sale date ("**Proposed Sale Date**") The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser, the purchase price and other terms and conditions of payment, the Proposed Sale Date and the number of Shares proposed to be purchased by the Proposed Purchaser (the "**Proposed Sale Shares**")
- 19 4 If any other holder of Equity Shares is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry that sale into effect

19 5 If the Offer is accepted by any Shareholder (an "**Accepting Shareholder**") within the Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders

19 6 The Proposed Transfer is subject to the pre-emption provisions of Article 16 but the purchase of the Accepting Shareholders' shares shall not be subject to Article 16

19 7 For the purpose of this Article

(a) the expression "**Specified Price**" shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser

(i) in the Proposed Transfer, or

(ii) in any related or previous transaction by the Proposed Purchaser or any person Acting in Concert with the Proposed Purchaser in the 12 months preceding the date of the Proposed Transfer,

plus an amount equal to the Relevant Sum, as defined in Article 19 7(b) of any other consideration (in cash or otherwise) paid or payable by the Proposed Purchaser or any other person Acting in Concert with the Proposed Purchaser, 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 (the "**Supplemental Consideration**") provided that the total consideration paid by the Proposed Purchaser in respect of the Proposed Transfer is distributed to the Proposed Seller and the Accepting Shareholders in accordance with the provisions of Articles 5 and 6,

(b) **Relevant Sum** = C + A

where A = number of Equity Shares being sold in connection with the relevant Proposed Transfer,

C = the Supplemental Consideration

20. Co-Sale right

20 1 No transfer (other than a Permitted Transfer) of any of the Equity Shares held by Employees and any Permitted Transferee of that Employee may be made or validly registered unless the relevant Ordinary Shareholder and any Permitted Transferee of that Ordinary Shareholder (each a "**Selling Ordinary Shareholder**") shall have observed the following procedures of this Article unless the Series Seed Majority has determined that this Article 20 shall not apply to such transfer

20 2 After the Selling Ordinary Shareholder has gone through the pre-emption process set out in Article 16, the Selling Ordinary Shareholder shall give to each Series Seed Preferred Shareholder not less than 10 Business Days' notice in advance of the proposed sale (a "**Co-Sale Notice**") The Co-Sale Notice shall specify

(a) the identity of the proposed purchaser (the "**Buyer**"),

(b) the price per share which the Buyer is proposing to pay, provided that this price per share shall not be less than the Preference Amount (and the provisions of this Article 19 shall be adjusted accordingly on this basis),

(c) the manner in which the consideration is to be paid,

- (d) the number of Ordinary Shares which the Selling Ordinary Shareholder proposes to sell, and
- (e) the address where the counter-notice should be sent

- 20 3 Each Series Seed Preferred Shareholder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Selling Ordinary Shareholder that they wish to sell a certain number of Equity Shares held by them at the proposed sale price, by sending a counter-notice which shall specify the number of Equity Shares which such Series Seed Preferred Shareholder wishes to sell. The maximum number of shares which a Series Seed Preferred Shareholder can sell under this procedure shall be

$$\left(\frac{X}{Y} \right) \times Z$$

where

- X is the number of Equity Shares held by the Series Seed Preferred Shareholder,
- Y is the total number of Equity Shares,
- Z is the number of Ordinary Shares the Selling Ordinary Shareholder proposes to sell

Any Series Seed Preferred Shareholder who does not send a counter-notice within such five Business Day period shall be deemed to have specified that they wish to sell no shares

- 20 4 Following the expiry of five Business Days from the date the Series Seed Preferred Shareholders receive the Co-Sale Notice, the Selling Ordinary Shareholder shall be entitled to sell to the Buyer on the terms notified to the Series Seed Preferred Shareholders a number of shares not exceeding the number specified in the Co-Sale Notice less any shares which Series Seed Preferred Shareholders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases from the Series Seed Preferred Shareholders the number of shares they have respectively indicated they wish to sell on terms no less favourable than those obtained by the Selling Ordinary Shareholder from the Buyer
- 20 5 No sale by the Selling Ordinary Shareholder shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice
- 20 6 Sales made in accordance with this Article 19 shall not be subject to Article 16

21. Drag-along

- 21 1 If the Series Seed Majority and holders of 50% of the Equity Shares (the "**Selling Shareholders**") wish to transfer all their interest in Shares (the "**Sellers' Shares**") to a Proposed Purchaser, the Selling Shareholders shall, subject to the approval of the Board (including at least one Founder Director), have the option (the "**Drag Along Option**") to compel each other holder of Shares (each a "**Called Shareholder**" and together the "**Called Shareholders**") to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the "**Drag Purchaser**") in accordance with the provisions of this Article
- 21 2 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a "**Drag Along Notice**") to the Company which the Company shall forthwith copy to the Called Shareholders at any time before the transfer of the Sellers' Shares to the Drag Purchaser. A Drag Along Notice shall specify that

- (a) the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") under this Article,
- (b) the person to whom they are to be transferred,
- (c) the consideration for which the Called Shares are to be transferred (calculated in accordance with this Article),
- (d) the proposed date of transfer, and
- (e) the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with such sale (the "**Sale Agreement**"),

(and, in the case of paragraphs (b) to (d) above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice) No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article

21.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice

21.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be that to which they would be entitled if the total consideration proposed to be paid by the Drag Purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Articles 5 and 6 (the "**Drag Consideration**")

21.5 In respect of a transaction that is the subject of a Drag-Along Notice, a Called Shareholder shall not be obliged to give warranties or indemnities except a warranty as to capacity and the full title guarantee of the Shares held by such Called Shareholder

21.6 Within three Business Days of the Company copying the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) (the "**Drag Completion Date**"), each Called Shareholder shall deliver

- (a) duly executed stock transfer form(s) for its Shares in favour of the Drag Purchaser,
- (b) the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) to the Company, and
- (c) duly executed Sale Agreement, if applicable, in the form specified in the Drag Along Notice or as otherwise specified by the Company,

(together the "**Drag Documents**")

21.7 On the Drag Completion Date, the Company shall pay each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid such consideration to the Company. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. The Company shall hold the Drag Consideration in trust for each of the Called Shareholders without any obligation to pay interest

21.8 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the

immediate return of the Drag Documents for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this Article 21 in respect of their Shares unless and until a further Drag Along Notice is served

- 21 9 If a Called Shareholder fails to deliver the Drag Documents for its Shares to the Company by the Drag Completion Date, the Company and each Director shall be constituted the agent of such defaulting Called Shareholder to take such actions and enter into any Drag Document or such other agreements or documents as are necessary to effect the transfer of the Called Shareholder's Shares pursuant to this Article 21 and the Directors shall, if requested by the Drag Purchaser, authorise any Director to transfer the Called Shareholder's Shares on the Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid the Drag Consideration to the Company for the Called Shareholder's Shares offered to him. The Board shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Called Shareholder shall surrender his share certificate for his Shares (or suitable executed indemnity) to the Company. On surrender, he shall be entitled to the Drag Consideration due to him.
- 21 10 Any transfer of Shares to a Drag Purchaser pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the provisions of Article 16.
- 21 11 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire shares in the Company or pursuant to the conversion of any convertible security of the Company (a "**New Shareholder**"), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares so acquired to the Drag Purchaser and the provisions of this Article shall apply with the necessary changes to the New Shareholder except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

22 General meetings

- 22 1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 22 2 The provisions of section 318 of the Act shall apply to the Company, save that if a quorum is not present at any meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present holds or represents the holder of at least twenty-five (25) per cent in nominal value of the Equity Shares, any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 22 3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the meeting in different locations, the meeting shall be treated as being held at the location specified in the notice of the meeting, save that if no one is present at that location so specified, the meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairman.
- 22 4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the meeting shall continue as if the demand had not been made.
- 22 5 Polls must be taken in such manner as the chairman directs. A poll demanded on the election of a chairman or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the chairman directs not being more than 14 days after the poll is demanded. The demand for

a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded

- 22 6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 22 7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver Proxy Notices in respect of the poll at any time up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a working day

23 Proxies

- 23 1 Paragraph (c) of article 45(1) of the Model Articles shall be deleted and replaced by the words "is signed by or on behalf of the shareholder appointing the proxy and accompanied by any the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)"
- 23 2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may
- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote,
 - (b) be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the chairman or to the company secretary or to any Director, or
 - (c) in the case of a poll, be delivered at the meeting at which the poll was demanded to the chairman or to the company secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

24 Directors' borrowing powers

The Directors may, with Investor Director Consent or Series Seed Majority Consent where required, exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party

25 Alternate Directors

- 25 1 Notwithstanding any provision of these Articles to the contrary, any person appointed as an Investor Director (the "**Appointer**") may appoint any director or any other person as he thinks fit to be his alternate Director to
- (a) exercise that Director's powers, and

- (b) carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor

The appointment of an alternate Director shall not require approval by a resolution of the Directors

- 25 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors

- 25 3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice

- 25 4 An alternate Director may act as an alternate to more than one Director and has the same rights, in relation to any Directors' meeting (including as to notice) or Directors' written resolution, as the alternate's Appointor

- 25 5 Except as these Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be Directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointors, and
- (d) are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member

- 25 6 A person who is an alternate Director but not a Director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating), and
- (b) may sign a Directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate)

No alternate may be counted as more than one Director for such purposes

- 25 7 A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision)

- 25 8 An alternate Director is not entitled to receive any remuneration from the company for serving as an alternate Director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company

- 25 9 An alternate Director's appointment as an alternate shall terminate

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,
- (c) on the death of the alternate's Appointor, or
- (d) when the alternate's Appointor's appointment as a Director terminates

26 Number of Directors

Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two (2) nor more than four (4)

27 Appointment of Directors

- 27 1 In addition to the powers of appointment under article 17(1) of the Model Articles, the Lead Investor shall be entitled to nominate one (1) person to act as a Director by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove that Director from office. The Lead Investor shall be entitled to remove their nominated Director so appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place
- 27 2 In addition to the powers of appointment under article 17(1) of the Model Articles, the Founders shall together be entitled to nominate two (2) persons to act as Directors by notice in writing addressed to the Company from time to time and the other holders of Shares shall not vote their Shares so as to remove either such Director from office. The Founders shall together be entitled to remove any Director so nominated and appointed at any time by notice in writing to the Company served at its registered office and appoint another person to act in his place ¹
- 27 3 An appointment or removal of a Director under Articles 27 1 and/or 27 2 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a meeting of the directors of the Company
- 27 4 The Investor Director and any Founder Director shall be entitled at his request to be appointed to any committee of the Board established from time to time and to the board of directors of any Subsidiary Undertaking
- 27 5 The Lead Investor shall be entitled to appoint one person to act as an observer to the Board, to the board of directors of any Subsidiary Undertaking and any committee of the Board or board of directors of any Subsidiary Undertaking established from time to time. Such observer shall be entitled to attend and speak at all such meetings and receive copies of all board papers as if he were a Director but shall not be entitled to vote on any resolutions proposed at a board meeting ²

28 Disqualification of Directors

In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if he is convicted of a criminal offence (other than a minor motoring offence) and the Directors resolve that his office be vacated

29 Proceedings of Directors

- 29 1 The quorum for Directors' meetings shall be two (2) Directors who must include the Investor Director and at least one Founder Director (save that where a Relevant Interest of such

Investor Director or Founder Director (as applicable) is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Investor Director or Founder Director (as applicable) and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting) If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such meeting and the Investor Director If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall be deemed to be quorate and shall proceed

- 29 2 In the event that a meeting of the Directors is attended by a Director who is acting as alternate for the Investor Director, the Investor Director shall be counted in the quorum despite his absence, and if on that basis there is a quorum the meeting may be held despite the fact (if it is the case) that only one Director is physically present
- 29 3 If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participators in number is assembled In the absence of a majority the location of the chairman shall be deemed to be the place of the meeting
- 29 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 at any time before or after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it
- 29 5 Provided (if these Articles so require) that he has declared to the Directors, in accordance with the provisions of these Articles, the nature and extent of his interest (and subject to any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), a Director may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he has an interest, whether a direct or an indirect interest, or in relation to which he has a duty and shall also be counted in reckoning whether a quorum is present at such a meeting
- 29 6 Questions arising at any meeting of the Directors shall be decided by a majority of votes In the case of any equality of votes, the chairman shall have a second or casting vote, provided that the chairman shall not have a casting vote on a vote on a particular matter upon which he is restricted from voting
- 29 7 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means) Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also

30 Directors' interests

Specific interests of a Director

- 30 1 Subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest of the following kind
 - (a) where a Director (or a person connected with him) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed

contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested,

- (b) where a Director (or a person connected with him) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested,
- (c) where a Director (or a person connected with him) is a shareholder in the Company or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company,
- (d) where a Director (or a person connected with him) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested,
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested,
- (f) where a Director (or a person connected with him or of which he is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not he or it is remunerated for this,
- (g) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or
- (h) any other interest authorised by ordinary resolution

Interests of the Investor Director

30 2 In addition to the provisions of Article 30 1, subject to the provisions of the Act and provided (if these Articles so require) that he has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of his interest, where a Director is the Investor Director he may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in

- (a) the Lead Investor,
- (b) a Fund Manager which advises or manages the Lead Investor,
- (c) any of the funds advised or managed by a Fund Manager who advises or manages the Lead Investor from time to time, or
- (d) another body corporate or firm in which a Fund Manager who advises or manages the Lead Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including without limitation any portfolio companies

Interests of which a Director is not aware

- 30 3 For the purposes of this Article 30, an interest of which a Director is not aware and of which it is unreasonable to expect him to be aware shall not be treated as an interest of his

Accountability of any benefit and validity of a contract

- 30 4 In any situation permitted by this Article 30 (save as otherwise agreed by him) a Director shall not by reason of his office be accountable to the Company for any benefit which he derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit

Terms and conditions of Board authorisation

- 30 5 Subject to Article 30 6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director ("**Interested Director**") who has proposed that the Directors authorise his interest ("**Relevant Interest**") pursuant to that section may, for the avoidance of doubt

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including, without limitation
 - (i) restricting the Interested Director from voting on any resolution put to a meeting of the Directors or of a committee of the Directors in relation to the Relevant Interest,
 - (ii) restricting the Interested Director from being counted in the quorum at a meeting of the Directors or of a committee of the Directors where such Relevant Interest is to be discussed, or
 - (iii) restricting the application of the provisions in Articles 30 7 and 30 8, so far as is permitted by law, in respect of such Interested Director,
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time, and

subject to Article 30 6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 30

Terms and conditions of Board authorisation for the Investor Director

- 30 6 Notwithstanding the other provisions of this Article 30, it shall not (save with the consent in writing of the Investor Director) be made a condition of any authorisation of a matter in relation to the Investor Director in accordance with section 175(5)(a) of the Act, that he shall be restricted from voting or counting in the quorum at any meeting of, or of any committee of the Directors or that he shall be required to disclose, use or apply confidential information as contemplated in Article 30 8

Director's duty of confidentiality to a person other than the Company

- 30 7 Subject to Article 30 8 (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 30), if a Director, otherwise than by virtue of his position as director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required

- (a) to disclose such information to the Company or to any Director, or to any officer or employee of the Company, or
- (b) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director

30 8 Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 30 7 shall apply only if the conflict arises out of a matter which falls within Article 30 1 or Article 30 2 or has been authorised under section 175(5)(a) of the Act

Additional steps to be taken by a Director to manage a conflict of interest

30 9 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation

- (a) absenting himself from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered, and
- (b) excluding himself from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information

Requirement of a Director to declare an interest

30 10 Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 30 1 or Article 30 2 at a meeting of the Directors, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest

- (a) falling under Article 30 130 1(g),
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware), or
- (c) if, or to the extent that, it concerns the terms of his service contract (as defined by section 227 of the Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles

Shareholder approval

30 11 Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 30

30 12 For the purposes of this Article 30

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties,

- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director,
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified

31 Notices

31 1 Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied

(a) in hard copy form, or

(b) in electronic form,

or partly by one of these means and partly by another of these means

Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 31

Notices in hard copy form

31 2 Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by first class post (airmail if overseas)

(a) to the Company or any other company at its registered office, or

(b) to the address notified to or by the Company for that purpose, or

(c) in the case of an intended recipient who is a member or his legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members, or

(d) in the case of an intended recipient who is a Director or alternate, to his address as shown in the register of Directors, or

(e) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied, or

(f) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (a) to (e) above, to the intended recipient's last address known to the Company

31 3 Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective

(a) if delivered, at the time of delivery,

(b) if sent by first class post, on receipt or 48 hours after the time it was posted, whichever occurs first,

(c) if sent by airmail to an address overseas, on receipt or on the fifth day after posting, whichever occurs first

Notices in electronic form

- 31 4 Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may
- (a) if sent by fax or email (provided that a fax number or an address for email has been notified to or by the Company for that purpose), be sent by the relevant form of communication to that address,
 - (b) if delivered or sent by first class post (airmail if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 31 2, or
 - (c) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify by notice (in hard copy or electronic form) to all members of the Company from time to time
- 31 5 Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective
- (a) if sent by facsimile or email (where a fax number or an address for email has been notified to or by the Company for that purpose), at the time of completion of transmission of the sender, subject to no notice of non-delivery having been received by the sender,
 - (b) if sent by first class post in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first,
 - (c) if sent by airmail to an address overseas, on receipt or on the fifth day after posting, whichever occurs first,
 - (d) if delivered in an electronic form, at the time of completion of transmission of the sender, subject to no notice of non-delivery having been received by the sender, and
 - (e) if sent by any other electronic means as referred to in Article 31 4(c), at the time such delivery is deemed to occur under the Act
- 31 6 Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt

No notice by means of a website

- 31 7 No notice or other document or information to be given, sent or supplied by the Company to Shareholders under these Articles may be given, sent or supplied by the Company by making it available on the Company's website

General

- 31 8 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the "Primary Holder") Notice so given shall constitute notice to all the joint holders
- 31 9 Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or

specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise)

32 Indemnities and insurance

32 1 Subject to the provisions of and so far as may be permitted by, the Act

(a) every Director or other officer of the Company (excluding the Company's auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, provided that no director of the Company or any associated company is indemnified by the Company against

- (i) any liability incurred by the director to the Company or any associated company, or
- (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature, or
- (iii) any liability incurred by the director
 - (A) in defending any criminal proceedings in which he is convicted,
 - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against him, or
 - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant him relief,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 32 1(a)(i), 32 1(a)(iii)(B) and 32 1(a)(iii)(C) applying,

(b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, or any associated company including (if he is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme

32 2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to his office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company

33 Data Protection

Each of the Shareholders and Directors consent to the processing of their personal data by the Company, the Shareholders and Directors (each a "**Recipient**") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person except to a Member of the same Group ("**Recipient Group Companies**") and to employees, directors and professional advisers of that Recipient or the Recipient Group Companies and funds managed by any of the Recipient Group Companies. Each of the Shareholders and Directors consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

34 Secretary

Subject to the provisions of the Act, the Directors may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

4811-8483-2561, v. 3